

In The Matter Of:

Christopher Robinson vs. Spring Oaks Capital, LLC, et al.

Catherine Calko

May 31, 2024

Bain & Associates Court Reporting Services, Inc.
505 20th Street North
Suite 1250
Birmingham, AL 35203
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Christopher Robinson vs. Spring Oaks Capital, LLC, et al.

Catherine Calko
5/31/2024

1	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA SOUTHERN DIVISION	1	APPEARANCES
2		2	
3	CHRISTOPHER ROBINSON,)	3	FOR THE PLAINTIFF:
4	PLAINTIFF,)	4	Stan Herring
5)	5	Attorney at Law
6	VS.) CASE NO.	6	Watts & Herring, LLC
7) 2:23-CV-01381-AMM	7	301 19th Street North
8	SPRING OAKS CAPITAL,)	8	Birmingham, Alabama 35203
9	LLC, ET AL.,)	9	stan@wattsherring.com
10	DEFENDANTS.) VIDEO DEPOSITION OF:	10	205-879-2447
11	CATHERINE CALKO	11	Patricia Lockhart
12		12	Attorney at Law
13	S T I P U L A T I O N S	13	Watts & Herring, LLC
14	IT IS STIPULATED AND AGREED, by and	14	301 19th Street North
15	between the parties through their respective	15	Birmingham, Alabama 35203
16	counsel, that the deposition of:	16	patricia@wattsherring.com
17	CATHERINE CALKO	17	205-879-2447
18	may be taken before Dannah Moody, Commissioner and	18	FOR THE DEFENDANTS:
19	Notary Public, State at Large, with all parties	19	John Rossman
20	appearing remotely via videoconference, on the 31st	20	Attorney at Law
21	day of May 2024, commencing at approximately 9:03	21	Rossman Attorney Group, PLLC
22	a.m.	22	4628 Bruce Avenue
23		23	Edna, Minnesota 55424
24		24	john.rossman@rossmanattorneygroup.com
25	Page 1	25	952-201-1507
1	IT IS FURTHER STIPULATED AND AGREED that	1	EXAMINATION INDEX
2	the signature to and reading of the deposition by	2	Examination by Mr. Herring 6
3	the witness is not waived, the deposition to have	3	
4	the same force and effect as if full compliance had	4	EXHIBIT INDEX
5	been had with all laws and rules of Court relating	5	PX-1 30(b)(6) Depo Notice 33
6	to the taking of depositions.	6	PX-2 9/27/22 Dispute Letter 110
7		7	PX-3 10/31/22 Dispute Response 135
8	IT IS FURTHER STIPULATED AND AGREED that	8	PX-4 Spring Oaks Account Notes 98
9	it shall not be necessary for any objections to be	9	PX-5 Indigo Billing Statements 167
10	made by counsel to any questions, except as to form	10	PX-6 11/25/2022 TransUnion Credit Report 168
11	or leading questions, and that counsel for the	11	PX-7 07/28/2023 TransUnion Credit Report 174
12	parties may make objections and assign grounds at	12	PX-8 11/29/2023 TransUnion Credit Report 176
13	the time of the trial, or at the time said	13	PX-9 Spring Oaks Discovery Responses 176
14	deposition is offered in evidence, or prior	14	PX-10 Fair Debt Collection Practices Act 63
15	thereto.	15	PX-11 2022 Credit Reporting Resource Guide 67
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<p>1 I, Dannah Moody, a Court Reporter of</p> <p>2 Birmingham, Alabama, and a Notary Public for the</p> <p>3 State of Alabama at Large, acting as Commissioner,</p> <p>4 certify that on this date, pursuant to Rule 30 of</p> <p>5 the Alabama Rules of Civil Procedure and the</p> <p>6 foregoing stipulation of counsel, there came before</p> <p>7 me on the 31st day of May 2024, with all parties</p> <p>8 appearing remotely via videoconference, commencing</p> <p>9 at 9:03 a.m., CATHERINE CALKO, witness in the above</p> <p>10 cause, for oral examination, whereupon the</p> <p>11 following proceedings were had:</p> <p>12 THE VIDEOGRAPHER: We now commence the</p> <p>13 videotaped deposition in the United States District</p> <p>14 Court for the Northern District of Alabama,</p> <p>15 Southern Division in the matter of Christopher</p> <p>16 Robinson versus Spring Oaks Capital, LLC, et al.</p> <p>17 Civil action number 2:23-CV-01381-AMM. Our witness</p> <p>18 today is Ms. Catherine Calko.</p> <p>19 Today's date is May 31st, 2024. The time</p> <p>20 is 9:03 a.m., central time. Will all attorney's</p> <p>21 present please state their names and whom they</p> <p>22 represent.</p> <p>23 MR. HERRING: Stan Herring for the</p> <p>24 plaintiff, Christopher Robinson.</p> <p>25 MS. LOCKHART: I'm Patricia Lockhart for</p> <p style="text-align: right;">Page 5</p>	<p>1 corporate representative on behalf of Spring Oaks</p> <p>2 Capital, LLC?</p> <p>3 A. Yes, I am.</p> <p>4 Q. And you've been authorized to speak on</p> <p>5 their behalf; is that correct?</p> <p>6 A. Yes.</p> <p>7 Q. And you understand that as the corporate</p> <p>8 representative your testimony will be binding on</p> <p>9 Spring Oaks Capital, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And who authorized you to speak on their</p> <p>12 behalf?</p> <p>13 A. Our general counsel.</p> <p>14 Q. And is that Andrew Blady?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And tell me what did you do to</p> <p>17 prepare for your deposition today?</p> <p>18 A. Well, I read through the deposition</p> <p>19 notices, reviewed the account history</p> <p>20 documentation, our system of record, as well as the</p> <p>21 correspondence from and to Mr. Robinson.</p> <p>22 Q. Anything else?</p> <p>23 A. To prepare for today? I mean, I read</p> <p>24 through our policies and procedures and</p> <p>25 documentation that was noted in the deposition</p> <p style="text-align: right;">Page 7</p>
<p>1 the plaintiff, Christopher Robinson.</p> <p>2 MR. ROSSMAN: I'm John Rossman, I'm an</p> <p>3 attorney on behalf of Spring Oaks Capital, the</p> <p>4 defendant in this matter. And then I have</p> <p>5 appearing with us today Catherine Calko, who is the</p> <p>6 witness, and also Andrew Blady, who is general</p> <p>7 counsel at Spring Oaks Capital.</p> <p>8 MR. HERRING: All right. Okay. I'm ready</p> <p>9 to swear the witness in.</p> <p>10 THE VIDEOGRAPHER: Dannah, you can swear</p> <p>11 the witness in.</p> <p>12 CATHERINE CALKO,</p> <p>13 having been duly sworn, was examined and</p> <p>14 testified as follows:</p> <p>15 EXAMINATION</p> <p>16 BY MR. HERRING:</p> <p>17 Q. Will you please identify yourself for the</p> <p>18 record?</p> <p>19 A. Catherine Calko.</p> <p>20 Q. And how do you spell that last name?</p> <p>21 A. C-A-L-K-O.</p> <p>22 Q. And Ms. Calko, where are you currently</p> <p>23 employed?</p> <p>24 A. Spring Oaks Capital, LLC.</p> <p>25 Q. And are you here today to testify as the</p> <p style="text-align: right;">Page 6</p>	<p>1 requests.</p> <p>2 Q. And what policies and procedures did you</p> <p>3 read through?</p> <p>4 A. Our dispute and debt validation policy and</p> <p>5 processing inbound correspondence procedure.</p> <p>6 Q. Is that the name of the policy and</p> <p>7 procedure?</p> <p>8 A. I don't -- those are close names. I don't</p> <p>9 know if I have them exactly correct. I don't have</p> <p>10 them in front of me.</p> <p>11 Q. Okay. Can you -- I'm sorry. Can you</p> <p>12 state that just one more time? The name of it or</p> <p>13 as close as you can get to it.</p> <p>14 A. Dispute and debt validation policy and</p> <p>15 inbound correspondence processing procedure.</p> <p>16 Q. Did you review any other policies and</p> <p>17 procedures?</p> <p>18 A. No.</p> <p>19 Q. Did you meet with your attorney?</p> <p>20 A. Yes.</p> <p>21 Q. By your attorney, I mean Mr. Rossman?</p> <p>22 A. Yes.</p> <p>23 Q. And how long did y'all meet?</p> <p>24 A. I mean, I don't really remember the exact</p> <p>25 time.</p> <p style="text-align: right;">Page 8</p>

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<p>1 Q. More than an hour?</p> <p>2 A. Probably, yes.</p> <p>3 Q. Okay. Did -- more than two hours?</p> <p>4 A. I don't remember.</p> <p>5 Q. And how many depositions have you given in</p> <p>6 your capacity in your employment at Spring Oaks?</p> <p>7 A. Prior to today, two.</p> <p>8 Q. How long have you been employed with</p> <p>9 Spring Oaks?</p> <p>10 A. Little over three and a half years. Since</p> <p>11 October of 2020.</p> <p>12 Q. Okay. And the two times that you gave</p> <p>13 depositions, do you remember the names of those</p> <p>14 cases?</p> <p>15 A. I don't remember the exact full name of</p> <p>16 the parties, but I could get close I think.</p> <p>17 Q. Okay. What do you recall?</p> <p>18 A. Andrew Nanon [sic] was one of the cases.</p> <p>19 Spring Oaks Capital versus Andrew Nanon. And I</p> <p>20 believe the other one was Ginocchio [sic] is the</p> <p>21 plaintiff's last name.</p> <p>22 Q. And so in the Andrew Nanon case, was</p> <p>23 Spring Oaks the plaintiff or the defendant in that</p> <p>24 case?</p> <p>25 A. Spring Oaks Capital, LLC -- well, actually</p> <p style="text-align: right;">Page 9</p>	<p>1 A. State.</p> <p>2 Q. And the other case -- Ginocchio is that --</p> <p>3 did I say that right?</p> <p>4 A. Right.</p> <p>5 Q. Was Spring Oaks being sued or were they</p> <p>6 suing Ginocchio?</p> <p>7 A. Spring Oaks was sued in that case.</p> <p>8 Q. Okay. And do you recall where that was</p> <p>9 pending?</p> <p>10 A. New York.</p> <p>11 Q. Federal Court?</p> <p>12 A. No.</p> <p>13 Q. State Court?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And do you recall the claims in</p> <p>16 that case?</p> <p>17 A. In that case it's basically a Hunstein</p> <p>18 allegation related to a letter render.</p> <p>19 Q. Have you ever testified at trial on behalf</p> <p>20 of Spring Oaks?</p> <p>21 A. Yes, I have.</p> <p>22 Q. How many times?</p> <p>23 A. One trial.</p> <p>24 Q. And was Spring Oaks the plaintiff or</p> <p>25 defendant?</p> <p style="text-align: right;">Page 11</p>
<p>1 Spring Oaks Capital, SPV, LLC filed a claim</p> <p>2 Mr. Nanon. Mr. Nanon filed a counterclaim.</p> <p>3 Q. And do you recall his counterclaim, the</p> <p>4 allegations of that that you were testifying about?</p> <p>5 A. No.</p> <p>6 Q. Do you recall the gist of what you</p> <p>7 testified about in that case?</p> <p>8 MR. ROSSMAN: Objection. Calls for</p> <p>9 speculation.</p> <p>10 Q. You can answer.</p> <p>11 A. I don't recall.</p> <p>12 Q. Okay. And you don't recall what he was</p> <p>13 alleging Spring Oaks did wrong?</p> <p>14 A. My memory is that it was not a specific</p> <p>15 allegation, but just general FDCPA -- alleging</p> <p>16 general FDCPA violations, but nothing specific.</p> <p>17 Q. Do you recall where that case was pending?</p> <p>18 A. Florida.</p> <p>19 Q. Where did you -- where was the deposition?</p> <p>20 A. The deposition was remote.</p> <p>21 Q. Okay. Do you know where in Florida?</p> <p>22 A. I don't know where the case is sitting</p> <p>23 like what specific court. I don't know.</p> <p>24 Q. Okay. Do you recall if it was state or</p> <p>25 federal?</p> <p style="text-align: right;">Page 10</p>	<p>1 A. Defendant.</p> <p>2 Q. And where was that pending?</p> <p>3 A. Pennsylvania.</p> <p>4 Q. Did you go to the courthouse and testify</p> <p>5 live?</p> <p>6 A. No, I did not.</p> <p>7 Q. You testified remotely?</p> <p>8 A. Yes, I did.</p> <p>9 Q. Okay. Do you recall what city the case</p> <p>10 was pending in?</p> <p>11 A. Philadelphia.</p> <p>12 Q. Do you recall the name of the plaintiff?</p> <p>13 A. Marquita Culmer.</p> <p>14 Q. Comer?</p> <p>15 A. Culmer, C-U-L-M-E-R.</p> <p>16 Q. And when was that?</p> <p>17 A. I believe it was March 15th of 2024.</p> <p>18 Q. Okay. So just a few months ago?</p> <p>19 A. Correct.</p> <p>20 Q. Do you know what the result was in that</p> <p>21 case, what the outcome was?</p> <p>22 A. Yes.</p> <p>23 Q. What was that?</p> <p>24 A. That was a jury trial and the jury found</p> <p>25 in favor of the plaintiff and the case was</p> <p style="text-align: right;">Page 12</p>

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<p>1 resolved.</p> <p>2 Q. Okay. And do you know what the claims</p> <p>3 were in that case?</p> <p>4 A. Yes. The claim was related to whether or</p> <p>5 not an account was marked as disputed.</p> <p>6 Q. Okay. And do you recall the plaintiff's</p> <p>7 lawyer in that case?</p> <p>8 A. I don't recall his full name.</p> <p>9 Q. Who was your lawyer in that case?</p> <p>10 A. John Rossman.</p> <p>11 Q. Okay. And in terms of the claim about</p> <p>12 whether or not the account was marked as disputed,</p> <p>13 was it a similar situation to what we have here?</p> <p>14 A. No.</p> <p>15 Q. Or it was just not marked at all?</p> <p>16 MR. ROSSMAN: Objection. Calls for</p> <p>17 speculation.</p> <p>18 Q. You can answer.</p> <p>19 A. It was not similar to this case.</p> <p>20 Q. Okay. How was it different?</p> <p>21 A. In that case there were two -- two</p> <p>22 accounts that the consumer was disputing. And one</p> <p>23 of the accounts was correctly marked as disputed,</p> <p>24 and the other account was missed in the review of</p> <p>25 the correspondence and was not marked as disputed.</p> <p style="text-align: right;">Page 13</p>	<p>1 Q. I understand. But you understand as the</p> <p>2 representative of Spring Oaks that when it sends a</p> <p>3 code to the credit bureaus that that will result in</p> <p>4 certain words being reported on a credit report,</p> <p>5 right?</p> <p>6 A. Yes.</p> <p>7 Q. So what code did Spring Oaks send to the</p> <p>8 credit bureaus for that -- as a result of that</p> <p>9 dispute?</p> <p>10 A. Upon receiving --</p> <p>11 MR. ROSSMAN: Objection. Vague as to</p> <p>12 which dispute.</p> <p>13 Q. Do you know which dispute I'm talking</p> <p>14 about?</p> <p>15 A. I think you're talking about the dispute</p> <p>16 on the account that we marked as disputed.</p> <p>17 Q. Right. The one we've been talking about</p> <p>18 for the past five minutes. So do you know what</p> <p>19 code was sent to the credit bureaus as a result of</p> <p>20 that account?</p> <p>21 A. Yes.</p> <p>22 Q. What was it?</p> <p>23 A. XB.</p> <p>24 Q. Did Spring Oaks ever send any other code</p> <p>25 on that same account such as an XH code?</p> <p style="text-align: right;">Page 15</p>
<p>1 Q. And when you say it was marked as</p> <p>2 disputed, do you recall exactly how that was</p> <p>3 phrased?</p> <p>4 MR. ROSSMAN: Objection. Vague as to how</p> <p>5 that was phrased.</p> <p>6 Q. Do you understand my question?</p> <p>7 A. I actually don't understand your question.</p> <p>8 Q. Okay. So let me just back up. So the</p> <p>9 consumer sent a dispute to Spring Oaks in that</p> <p>10 case, correct?</p> <p>11 A. Correct.</p> <p>12 Q. And Spring Oaks as a part of its response</p> <p>13 to that dispute told the credit bureaus or entered</p> <p>14 a code to have the credit bureaus report on one of</p> <p>15 the accounts that it was disputed; is that correct?</p> <p>16 A. That is correct.</p> <p>17 Q. And do you know if it was -- the reporting</p> <p>18 code would've indicated that -- would've resulted</p> <p>19 in the credit report saying account information</p> <p>20 disputed by consumer or account previously in</p> <p>21 dispute now resolved reported by credit grantor?</p> <p>22 MR. ROSSMAN: Objection. Compound</p> <p>23 question.</p> <p>24 Q. You can answer.</p> <p>25 A. What was reported was a code, not words.</p> <p style="text-align: right;">Page 14</p>	<p>1 A. I don't -- I mean, I don't recall. I</p> <p>2 mean, I did not look at this, you know, this</p> <p>3 documentation or this account prior to this</p> <p>4 morning, so I don't want to answer incorrectly. I</p> <p>5 don't recall.</p> <p>6 Q. Okay. Do you recall in that case if</p> <p>7 Spring Oaks conducted an investigation into the</p> <p>8 dispute?</p> <p>9 A. I don't recall.</p> <p>10 Q. Do you recall if after they received the</p> <p>11 dispute if they determined that the dispute was</p> <p>12 correct or if they determined that the consumer</p> <p>13 actually owed the money in that case that was being</p> <p>14 collected by Spring Oaks?</p> <p>15 MR. ROSSMAN: Objection. Compound</p> <p>16 question.</p> <p>17 A. Sorry. I'm not following what you're --</p> <p>18 what you're wanting me to answer.</p> <p>19 Q. I guess I'm trying to figure out if after</p> <p>20 they got the dispute, did Spring Oaks -- did Spring</p> <p>21 Oaks respond to the consumer telling them they</p> <p>22 looked into it, and yes, it's your account and we</p> <p>23 believe you owe it or something to that effect?</p> <p>24 A. I don't recall.</p> <p>25 Q. Okay. Let me back up a little bit. Where</p> <p style="text-align: right;">Page 16</p>

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<p>1 do you currently live?</p> <p>2 A. I live in Lebanon, Ohio.</p> <p>3 Q. Lebanon or Lebanon? Say it again, please.</p> <p>4 A. Lebanon.</p> <p>5 Q. Okay. And is that where you grew up?</p> <p>6 A. No.</p> <p>7 Q. Where'd you grow up?</p> <p>8 A. Northeast Ohio.</p> <p>9 Q. And I assume you graduated from high</p> <p>10 school?</p> <p>11 A. Yes, I did.</p> <p>12 Q. And when was that?</p> <p>13 A. 1994.</p> <p>14 Q. Okay. What education did you get after</p> <p>15 you graduated from high school?</p> <p>16 A. I got a bachelor's degree, and I have a</p> <p>17 law degree.</p> <p>18 Q. Okay. Your bachelor's degree, where was</p> <p>19 that from?</p> <p>20 A. Bowling Green State University.</p> <p>21 Q. And what was that in?</p> <p>22 A. I'm a music major.</p> <p>23 Q. So then after music you decided to go to</p> <p>24 law school?</p> <p>25 A. Well, eventually, yes.</p> <p style="text-align: right;">Page 17</p>	<p>1 Q. Okay.</p> <p>2 A. So these were new accounts.</p> <p>3 Q. They were new accounts that were still</p> <p>4 current at the time they were purchased at the</p> <p>5 beginning of the batch or whatever; is that</p> <p>6 correct?</p> <p>7 A. That's not correct. These were accounts</p> <p>8 that, you know, consumers applied for with the</p> <p>9 company at MBNA.</p> <p>10 Q. Okay. I see.</p> <p>11 A. These weren't acquired as portfolio</p> <p>12 accounts. This was acquisitions of new accounts,</p> <p>13 new applications.</p> <p>14 Q. Like credit card applications?</p> <p>15 A. Yes, credit cards.</p> <p>16 Q. And how long were you with MBNA?</p> <p>17 A. I worked for MBNA from 2001 to 2000 -- to</p> <p>18 20 -- I believe it was the summer of 2010.</p> <p>19 Q. And why'd you leave there?</p> <p>20 A. I left to take a job at the Ohio Attorney</p> <p>21 General's Office.</p> <p>22 Q. Okay. So I guess at some point in there</p> <p>23 you went to law school?</p> <p>24 A. Correct.</p> <p>25 Q. And when was that?</p> <p style="text-align: right;">Page 19</p>
<p>1 Q. Well, my son is a theater and math major,</p> <p>2 so I'm hoping he doesn't go to law school. So</p> <p>3 after you got your music degree -- and when was</p> <p>4 that?</p> <p>5 A. 1999.</p> <p>6 Q. What did you do after that?</p> <p>7 A. I worked as a preschool teacher for about</p> <p>8 a year and a half. That was the original plan, to</p> <p>9 be a music teacher. And then after -- again, it</p> <p>10 was probably about a year and half, I started</p> <p>11 working for a company called MBNA.</p> <p>12 Q. So that would've been in about 2001?</p> <p>13 A. 2001 is when I started MBNA. It's hard to</p> <p>14 forget. It was a week before 9/11.</p> <p>15 Q. Wow.</p> <p>16 A. Yes.</p> <p>17 Q. And what did you do for MBNA?</p> <p>18 A. I was a collector. I worked in customer</p> <p>19 service. I was a credit analyst, I was a team</p> <p>20 manager, and I was a data analyst for the new --</p> <p>21 department for acquiring new accounts.</p> <p>22 Q. Those new accounts, were those accounts</p> <p>23 that were current or delinquent when you acquired</p> <p>24 -- or when MBNA acquired them?</p> <p>25 A. MBNA was a lender.</p> <p style="text-align: right;">Page 18</p>	<p>1 A. 2006.</p> <p>2 Q. And when did you graduate?</p> <p>3 A. 2010.</p> <p>4 Q. And where'd you attend law school?</p> <p>5 A. The University of Akron.</p> <p>6 Q. When you were at MBNA you mentioned that</p> <p>7 you did some debt collection?</p> <p>8 A. Yes.</p> <p>9 Q. So that would've been first-party</p> <p>10 collection; is that correct?</p> <p>11 A. Correct.</p> <p>12 Q. And during that time did you receive any</p> <p>13 training on the Fair Debt Collection Practices Act,</p> <p>14 if you recall?</p> <p>15 A. There was a training. I mean, there was</p> <p>16 weeks of training. I don't recall everything that</p> <p>17 was in that training.</p> <p>18 Q. Do you recall if as a collector for MBNA</p> <p>19 you were required to comply with the Fair Debt</p> <p>20 Collection Practices Act in how you collected debt?</p> <p>21 A. I don't recall. I mean, again, that was</p> <p>22 in 2001.</p> <p>23 Q. Okay.</p> <p>24 A. I think over 23 years ago. I don't recall</p> <p>25 the specifics of the training and what was</p> <p style="text-align: right;">Page 20</p>

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<p>1 required.</p> <p>2 Q. So in 2010 you went to work at the AG's</p> <p>3 Office, that's right?</p> <p>4 A. Correct.</p> <p>5 Q. And that's the State AG for Ohio?</p> <p>6 A. Correct.</p> <p>7 Q. And how long were you there?</p> <p>8 A. About two years.</p> <p>9 Q. Until about 2012?</p> <p>10 A. Correct.</p> <p>11 Q. And what kind of work did you do when you</p> <p>12 were there?</p> <p>13 A. I was an attorney, and I represented state</p> <p>14 agencies.</p> <p>15 Q. And what -- just generally what kind of</p> <p>16 claims or issues if they weren't claims?</p> <p>17 A. I had a variety of clients so anything</p> <p>18 from the bureau of motor vehicles and licensing</p> <p>19 issues through retirement systems and claims that</p> <p>20 were brought against the retirement -- the state</p> <p>21 retirement systems, individual retirees bringing</p> <p>22 claims against the agency.</p> <p>23 Q. Did you do anything involving debt</p> <p>24 collection --</p> <p>25 A. No.</p> <p style="text-align: right;">Page 21</p>	<p>1 team.</p> <p>2 Q. What was your job title?</p> <p>3 A. I believe it was business controls</p> <p>4 manager.</p> <p>5 Q. Okay. And so Bank of America -- the</p> <p>6 lawsuits -- or the litigation I guess that you were</p> <p>7 involved in, Bank of America was the plaintiff in</p> <p>8 those cases trying to collect its own debt; is that</p> <p>9 correct?</p> <p>10 A. Correct.</p> <p>11 Q. And did you testify for Bank of America in</p> <p>12 your capacity?</p> <p>13 A. No.</p> <p>14 Q. You just oversaw the litigation?</p> <p>15 A. I would not even characterize it as</p> <p>16 overseeing the litigation. I was part of the</p> <p>17 business controls team. We looked for certain</p> <p>18 controls within the operational processing of the</p> <p>19 law firms, not the litigation.</p> <p>20 Q. So when you say you looked at certain</p> <p>21 controls, are you just saying -- describe what that</p> <p>22 means.</p> <p>23 A. So, for example, if the requirement was</p> <p>24 that the law firm needed to run a bankruptcy scrub</p> <p>25 at the beginning of the month, did they run the</p> <p style="text-align: right;">Page 23</p>
<p>1 Q. -- while you were with AG? No?</p> <p>2 A. No.</p> <p>3 Q. And where did you go to work in 2012?</p> <p>4 A. Bank of America.</p> <p>5 Q. And how long were you there?</p> <p>6 A. I believe it was until August of 2019.</p> <p>7 Q. Tell me what did you do for Bank of</p> <p>8 America.</p> <p>9 A. I was part of the business controls team</p> <p>10 responsible for vendor oversight.</p> <p>11 Q. So were you employed in that capacity as</p> <p>12 an attorney or just an employee of Bank of America</p> <p>13 and not necessarily in the legal capacity?</p> <p>14 A. I was not employed as an attorney by Bank</p> <p>15 of America.</p> <p>16 Q. Okay. So tell me involved in the business</p> <p>17 controls team, what -- just generally what did that</p> <p>18 entail?</p> <p>19 A. Essentially overseeing law firms that were</p> <p>20 hired through a third party to collect on accounts.</p> <p>21 Q. So were you with in-house counsel or</p> <p>22 general counsel at Bank of America?</p> <p>23 A. No.</p> <p>24 Q. What was your job --</p> <p>25 A. It was actually part of the operations</p> <p style="text-align: right;">Page 22</p>	<p>1 bankruptcy scrub at the beginning of the month.</p> <p>2 Q. And when you left there in 2019, where did</p> <p>3 you go?</p> <p>4 A. Wells Fargo.</p> <p>5 Q. And why did you leave Bank of America?</p> <p>6 A. I left Bank of America because I was</p> <p>7 concerned about their work from home strategy. I</p> <p>8 was working from home and it was my understanding</p> <p>9 that they were going to begin eliminating work from</p> <p>10 home positions.</p> <p>11 Q. I guess that didn't last very long, did</p> <p>12 it?</p> <p>13 A. No.</p> <p>14 Q. And how long were you with Wells Fargo?</p> <p>15 A. It would be approximately a year and a</p> <p>16 half or so, so August of 2019 through October of</p> <p>17 2020.</p> <p>18 Q. Did you go from Wells Fargo to Spring</p> <p>19 Oaks?</p> <p>20 A. Yes.</p> <p>21 Q. What did you do for Wells Fargo?</p> <p>22 A. Very similar position to what I had at</p> <p>23 Bank of America. I think the title was even the</p> <p>24 same, business controls manager, if I'm remembering</p> <p>25 correctly. Business controls manager and slightly</p> <p style="text-align: right;">Page 24</p>

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<p>1 different job functions. Less time spent on the</p> <p>2 oversight of external parties and more time spent</p> <p>3 with the internal teams for internal operational</p> <p>4 controls for collections and recovery.</p> <p>5 Q. And during your employment prior to Spring</p> <p>6 Oaks, did you ever receive any training on how --</p> <p>7 on the Fair Debt Collection Practices Act?</p> <p>8 A. Yes.</p> <p>9 Q. And where was that?</p> <p>10 A. With Bank of America and Wells Fargo.</p> <p>11 Q. Okay. And did the training involve how to</p> <p>12 comply with the Fair Debt Collection Practices Act</p> <p>13 when collecting debt?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Do you recall any training</p> <p>16 regarding Section E8 of the Fair Debt Collection</p> <p>17 Practices Act?</p> <p>18 A. I do not recall.</p> <p>19 Q. Do you know what Section E8 is?</p> <p>20 A. I think so, but I'm drawing a blank kind</p> <p>21 of like on the spot.</p> <p>22 Q. Did you ever receive any training while --</p> <p>23 prior to Spring Oaks in terms of the Fair Credit</p> <p>24 Reporting Act?</p> <p>25 A. I don't recall.</p> <p style="text-align: right;">Page 25</p>	<p>1 under the FDCPA?</p> <p>2 A. Yes.</p> <p>3 Q. And to your knowledge do -- did the</p> <p>4 employees at Spring Oaks who handled or</p> <p>5 investigated or were involved with Christopher</p> <p>6 Robinson's account and his dispute, did they</p> <p>7 receive training on the FDCPA?</p> <p>8 A. Yes.</p> <p>9 Q. Tell me about what training employees</p> <p>10 receive on the FDCPA.</p> <p>11 A. Annually we conduct a training module</p> <p>12 through ACA materials. It's a required training.</p> <p>13 Q. Is there a name for that?</p> <p>14 A. I think it's just FDCPA training.</p> <p>15 Q. Okay. Is there a test or anything that's</p> <p>16 given as a part of that training to the employees?</p> <p>17 A. Yes.</p> <p>18 Q. And do they have to score a certain score</p> <p>19 on the test in order to be considered passing on</p> <p>20 that material?</p> <p>21 A. Yes.</p> <p>22 Q. What happened -- and what is that score,</p> <p>23 by the way?</p> <p>24 A. I don't recall.</p> <p>25 Q. And what happens if they don't score that</p> <p style="text-align: right;">Page 27</p>
<p>1 Q. And when you started at Spring Oaks, do</p> <p>2 you recall undergoing training regarding the Fair</p> <p>3 Debt Collection Practices Act?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And do you recall any training that</p> <p>6 addressed credit reporting in terms of complying</p> <p>7 with the Fair Debt Collection Practices Act?</p> <p>8 A. Can you repeat that?</p> <p>9 MR. HERRING: Could you read that back,</p> <p>10 Ms. Court Reporter?</p> <p>11 (Record read.)</p> <p>12 A. Yes.</p> <p>13 Q. And did that training discuss the</p> <p>14 requirement of marking an account as disputed when</p> <p>15 a consumer disputes the account?</p> <p>16 A. Yes.</p> <p>17 Q. And what did that training say? Or what</p> <p>18 did you learn from that training?</p> <p>19 MR. ROSSMAN: Objection. Legal question.</p> <p>20 Q. What did you learn from that training?</p> <p>21 A. When a consumer disputes the account, we</p> <p>22 need to mark the account as disputed with the</p> <p>23 credit reporting agency if the account is credit</p> <p>24 reporting.</p> <p>25 Q. And did you learn that that was mandatory</p> <p style="text-align: right;">Page 26</p>	<p>1 -- get a passing grade on that?</p> <p>2 A. They would need to retake the training and</p> <p>3 retake the test.</p> <p>4 Q. And did that training involve</p> <p>5 investigating disputes?</p> <p>6 A. No.</p> <p>7 Q. Did it involve how to mark a -- how to</p> <p>8 mark an account as disputed as part of an</p> <p>9 investigation into a dispute?</p> <p>10 A. No.</p> <p>11 Q. Did it involve Section E8 of the FDCPA?</p> <p>12 MR. ROSSMAN: Objection. Calls for</p> <p>13 speculation. Objection calls for legal conclusion.</p> <p>14 Q. You can answer.</p> <p>15 A. I don't recall.</p> <p>16 Q. Okay. And are those -- are those training</p> <p>17 courses or modules, those are done every year; is</p> <p>18 that correct?</p> <p>19 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>20 the previous testimony.</p> <p>21 Q. Well, I think you testified that they are</p> <p>22 done annually?</p> <p>23 A. FDCPA training is conducted annually.</p> <p>24 Q. Okay. And do y'all retain copies of those</p> <p>25 training -- those training modules?</p> <p style="text-align: right;">Page 28</p>

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<p>1 A. Yes.</p> <p>2 Q. And do you retain copies of the tests that</p> <p>3 employees take at the end of those training</p> <p>4 modules?</p> <p>5 A. I believe it's just the score of the test.</p> <p>6 Q. Okay. And is that score kept in their</p> <p>7 personnel file?</p> <p>8 A. It's kept in the records with the testing.</p> <p>9 I don't recall exactly how -- you know, is it in</p> <p>10 the file -- personnel file or in a training file,</p> <p>11 I'm not sure.</p> <p>12 Q. Do employees at Spring Oaks have personnel</p> <p>13 files?</p> <p>14 MR. ROSSMAN: Objection. Foundation.</p> <p>15 Q. Do you understand my question?</p> <p>16 A. I'm not exactly sure what you're -- like I</p> <p>17 understand you're saying personnel files, but I'm</p> <p>18 not sure what you mean by personnel file. That</p> <p>19 could mean different things.</p> <p>20 Q. What does it mean to you?</p> <p>21 A. A record of their employment history.</p> <p>22 Q. Okay. And what about a record of</p> <p>23 write-ups or reprimands? Where would that be kept?</p> <p>24 A. That would be kept in the personnel file,</p> <p>25 yes.</p> <p style="text-align: right;">Page 29</p>	<p>1 Oaks uses as a part of that training?</p> <p>2 A. There are training modules that are used</p> <p>3 for that training.</p> <p>4 Q. Tell me what you mean by training module.</p> <p>5 A. It's not in just one document. There may</p> <p>6 be multiple documents to cover particular topics.</p> <p>7 Q. Are there videos as well?</p> <p>8 A. I don't know for the collector training if</p> <p>9 there are videos. There -- I don't know.</p> <p>10 Q. What about an employee who would've -- or</p> <p>11 the employees who would've investigated</p> <p>12 Mr. Robinson's dispute?</p> <p>13 A. Those employees have essentially one on</p> <p>14 one training with the manager of the team of all of</p> <p>15 the agents that do the investigations. And then</p> <p>16 basically side by side education with more tenured</p> <p>17 agents. They go through the policies, the</p> <p>18 procedures, and the steps and do what we call like</p> <p>19 job shadowing. Watch somebody do the job, and then</p> <p>20 they do the job, and somebody watches them do it.</p> <p>21 Q. So what are the names of the policies and</p> <p>22 procedures that those agents are trained on?</p> <p>23 MR. ROSSMAN: Objection. Repetitive.</p> <p>24 Q. I'll tell you what, I'll ask it this way.</p> <p>25 Is there a policy and procedure that explains to</p> <p style="text-align: right;">Page 31</p>
<p>1 Q. Okay. And in terms of the training that</p> <p>2 employees received, would a copy of that or at</p> <p>3 least a checklist of what training the employees</p> <p>4 received would that be kept in the personnel file?</p> <p>5 A. I'm not sure.</p> <p>6 Q. Okay. And I think the testing that is</p> <p>7 done annually on the FDCPA as a part of that module</p> <p>8 training, you said you weren't sure if the results</p> <p>9 of that would be in the personnel file or training</p> <p>10 file; is that correct?</p> <p>11 A. Correct.</p> <p>12 Q. Okay. In terms of training on the FDCPA,</p> <p>13 what training do employees get when they're newly</p> <p>14 hired?</p> <p>15 A. It depends on what type of employee you're</p> <p>16 talking about.</p> <p>17 Q. Sure. And, again, we're talking about the</p> <p>18 employees that are doing the debt collection or --</p> <p>19 we'll start there. Employees that are collecting</p> <p>20 debt.</p> <p>21 A. Employees that are collecting debt</p> <p>22 participate in a multi-week education in the</p> <p>23 classroom and then some period of time with on the</p> <p>24 job training.</p> <p>25 Q. And is there a training manual that Spring</p> <p style="text-align: right;">Page 30</p>	<p>1 those agents how to conduct an investigation into a</p> <p>2 dispute from a consumer?</p> <p>3 A. Yes.</p> <p>4 Q. And what is the name of that policy and</p> <p>5 procedure?</p> <p>6 A. I believe the title is disputes job aid.</p> <p>7 Q. Disputes what?</p> <p>8 A. Job aid.</p> <p>9 Q. And that policy and procedure that they</p> <p>10 would've been trained on, that's the same policy</p> <p>11 and procedure that applies to them or applied to</p> <p>12 them in 2022 when Mr. Robinson did -- sent his</p> <p>13 dispute to Spring Oaks; is that correct?</p> <p>14 A. Yes.</p> <p>15 Q. And when was the last time that policy and</p> <p>16 procedure was modified or updated or authored?</p> <p>17 A. I don't recall.</p> <p>18 Q. Do you have an idea?</p> <p>19 A. No. That's a procedure that, you know, as</p> <p>20 topics come up we may, you know, change, you know,</p> <p>21 more frequently. It just depends, and I don't</p> <p>22 recall.</p> <p>23 Q. Is there a policy and procedure that tells</p> <p>24 the agents how they are supposed to code the</p> <p>25 account to the credit bureaus after they receive a</p> <p style="text-align: right;">Page 32</p>

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<p>1 dispute from the consumer?</p> <p>2 MR. ROSSMAN: Objection. Compound</p> <p>3 question.</p> <p>4 Q. You can answer.</p> <p>5 A. I'm sorry. Can you repeat. I'm not sure</p> <p>6 if you're talking who investigates the dispute or</p> <p>7 who initially identifies the dispute.</p> <p>8 Q. I'll tell you what, I'm going to come back</p> <p>9 to that. But let me -- I'm going to share my</p> <p>10 screen with you for a second. So can you see the</p> <p>11 document that I've marked Plaintiff's Exhibit 1?</p> <p>12 A. Yes.</p> <p>13 (Plaintiff's Exhibit 1 was marked for</p> <p>14 identification.)</p> <p>15 Q. And the title of the document says notice</p> <p>16 of deposition pursuant to Federal Rules of</p> <p>17 Procedure 30(b)(6) of Spring Oaks Capital.</p> <p>18 A. Yes.</p> <p>19 Q. Did I read that correctly?</p> <p>20 A. Yes.</p> <p>21 Q. And have you seen this document before</p> <p>22 today?</p> <p>23 A. Yes.</p> <p>24 Q. And do you have a copy of that document in</p> <p>25 front of you?</p> <p style="text-align: right;">Page 33</p>	<p>1 it's mail or e-mail, different teams of -- or some</p> <p>2 other method, we have teams of associates who read</p> <p>3 and review that correspondence to identify if</p> <p>4 there's a dispute contained within the</p> <p>5 correspondence from the consumer. That associate</p> <p>6 is then -- if they identify a dispute, they have</p> <p>7 instructions on how to document the account to</p> <p>8 notate the dispute. When that account is notated</p> <p>9 as disputed, that does transmit a code to the</p> <p>10 credit reporting agencies. It also moves the</p> <p>11 account from a work flow standpoint out of active</p> <p>12 collections into a hold queue essentially, if you</p> <p>13 want to call it that, where then it sits on hold</p> <p>14 until another team of employees can review and</p> <p>15 investigate and respond to the consumer.</p> <p>16 Q. Okay. Anything else you can think of</p> <p>17 that's part of this process?</p> <p>18 A. That's the basic end to end process. We</p> <p>19 intake, inbound correspondence team reviews, makes</p> <p>20 whatever notations, markings, codes are required</p> <p>21 depending on the outcome there for disputes</p> <p>22 specifically. Again, it goes into a work flow for</p> <p>23 a dispute agent to investigate and respond to the</p> <p>24 dispute.</p> <p>25 Q. And is there a policy and procedure manual</p> <p style="text-align: right;">Page 35</p>
<p>1 A. I don't have it in front of me, but I have</p> <p>2 access to it.</p> <p>3 Q. Okay. Do you -- by the way, are you --</p> <p>4 where are you right now?</p> <p>5 A. I'm at home in my office.</p> <p>6 Q. Okay. Is anybody there with you?</p> <p>7 A. No.</p> <p>8 Q. All right. Nobody from Spring Oaks is</p> <p>9 there?</p> <p>10 A. No.</p> <p>11 Q. Or Mr. Rossman's office?</p> <p>12 A. No.</p> <p>13 Q. Okay. So are you prepared to testify</p> <p>14 to -- let's see. There are 26 topics identified.</p> <p>15 Are you prepared to testify as to the information</p> <p>16 identified in all 26 of those topics?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. I tell you what, let's go back to</p> <p>19 where we were and we'll do it this way. When a</p> <p>20 dispute is sent from a consumer directly to Spring</p> <p>21 Oaks, walk me through the process of how that</p> <p>22 dispute is handled, you know, from intake all the</p> <p>23 way to the end.</p> <p>24 A. When a dispute is received by Spring Oaks,</p> <p>25 depending on the method it was received whether</p> <p style="text-align: right;">Page 34</p>	<p>1 or document that describes this whole process?</p> <p>2 MR. ROSSMAN: Objection. Compound</p> <p>3 question.</p> <p>4 MR. HERRING: How is that compound?</p> <p>5 MR. ROSSMAN: The policy and procedure.</p> <p>6 MR. HERRING: Okay.</p> <p>7 Q. Is there a policy that describes this</p> <p>8 process and how that's supposed to work?</p> <p>9 A. The policy is actually more the</p> <p>10 overarching requirements. The procedure would be</p> <p>11 more of the how to.</p> <p>12 Q. Okay. So is there a policy that describes</p> <p>13 the overarching requirements of this process?</p> <p>14 A. Yes.</p> <p>15 Q. And what's the name of that policy?</p> <p>16 A. As I mentioned earlier I may not have the</p> <p>17 name exactly right, but it's dispute and debt</p> <p>18 validation policy.</p> <p>19 Q. And so is there a process that describes</p> <p>20 what you just described to me?</p> <p>21 A. Yes.</p> <p>22 Q. And what's that called?</p> <p>23 A. Processing inbound correspondence</p> <p>24 procedure is for the intake part of the process.</p> <p>25 And then the job aid -- the disputes job aid is for</p> <p style="text-align: right;">Page 36</p>

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<p>1 the investigation component.</p> <p>2 Q. So there's one for intake and one for</p> <p>3 investigation?</p> <p>4 A. Correct.</p> <p>5 Q. Is there a policy that discusses what code</p> <p>6 to send to the credit bureaus in response to a</p> <p>7 dispute from a consumer?</p> <p>8 Let me ask it this way. Is there a</p> <p>9 separate policy that would inform an employee of</p> <p>10 what code to send and how to make that</p> <p>11 determination to a credit bureau in response to a</p> <p>12 consumer dispute directly to Spring Oaks?</p> <p>13 A. I don't think that it's in -- I don't</p> <p>14 think the codes are in the policy.</p> <p>15 Q. Is there a procedure?</p> <p>16 A. The job aid is what describes the</p> <p>17 investigation process that includes the codes.</p> <p>18 Q. And that's included within the process or</p> <p>19 procedure that you've already identified; is that</p> <p>20 correct?</p> <p>21 A. Correct.</p> <p>22 Q. When you say a job aid, what do you mean</p> <p>23 by that?</p> <p>24 MR. ROSSMAN: Objection. Repetitive.</p> <p>25 Q. You can answer.</p> <p style="text-align: right;">Page 37</p>	<p>1 MR. ROSSMAN: I was too slow on that one,</p> <p>2 Stan.</p> <p>3 MR. HERRING: I mean, the others weren't,</p> <p>4 but that one you missed. It was awful. All right.</p> <p>5 So we've been going about 45 minutes. I need to</p> <p>6 take about a five, ten-minute break.</p> <p>7 MR. ROSSMAN: Yeah. That sounds good. So</p> <p>8 it's 9:53 right now. 9:53, central time.</p> <p>9 Reconvene at 10:05 central time?</p> <p>10 MR. HERRING: Yeah. That's good. And,</p> <p>11 you know, I figured you've done this enough,</p> <p>12 Ms. Calko, that you kind of know how this works.</p> <p>13 But I think you know, if you need to take a break,</p> <p>14 you know, that's fine. This isn't an endurance</p> <p>15 test. And if -- the only thing I would ask if</p> <p>16 there's a question pending, that we go ahead and</p> <p>17 get that answer, and then we can take a break.</p> <p>18 THE WITNESS: Yes, sir.</p> <p>19 MR. HERRING: All right. Thank you.</p> <p>20 THE VIDEOGRAPHER: The time is 9:54. We</p> <p>21 are off the record.</p> <p>22 (A recess was taken.)</p> <p>23 THE VIDEOGRAPHER: The time is 10:06 a.m.</p> <p>24 We are back the record.</p> <p>25 Q. Ms. Calko, I want to go back to one thing.</p> <p style="text-align: right;">Page 39</p>
<p>1 A. Essentially work instructions for the</p> <p>2 agent to follow based on what they are identifying</p> <p>3 within the correspondence and based on particular</p> <p>4 account details. So if you see this, then do this.</p> <p>5 Q. And is that job aid or that procedure, is</p> <p>6 that set up as a work flow within your software</p> <p>7 system or is that something that has to be done</p> <p>8 manually by the agents?</p> <p>9 MR. ROSSMAN: Objection. Compound</p> <p>10 question. Objection. Confusing. Objection.</p> <p>11 Calls for speculation.</p> <p>12 Q. You can answer if you understand my</p> <p>13 question.</p> <p>14 A. It is not part of the software. The job</p> <p>15 aid is not part of the software.</p> <p>16 Q. Okay. Is that something that an agent has</p> <p>17 to consult or just know the next steps? Or how do</p> <p>18 they know what the next steps are?</p> <p>19 A. The job aid outlines the steps.</p> <p>20 Q. Okay. And so that's a document that they</p> <p>21 review or they have that's available to them?</p> <p>22 A. Correct.</p> <p>23 Q. All right.</p> <p>24 MR. HERRING: John, you missed a compound</p> <p>25 objection a second ago.</p> <p style="text-align: right;">Page 38</p>	<p>1 When we were talking about the training, you talked</p> <p>2 about modules -- what you called modules. And I</p> <p>3 want to make sure I understand what all that</p> <p>4 includes. So I think you said it includes</p> <p>5 documents; is that right?</p> <p>6 A. The way I would describe the module it's,</p> <p>7 you know, for example, a PowerPoint document that</p> <p>8 covers a certain topic.</p> <p>9 Q. And within the PowerPoint presentation</p> <p>10 there are certain slides that go over whatever</p> <p>11 topic that PowerPoint is on; is that correct?</p> <p>12 A. Correct.</p> <p>13 Q. And are there also written materials that</p> <p>14 are provided to employees as a part of that</p> <p>15 training module?</p> <p>16 A. The module is -- would be the written</p> <p>17 materials.</p> <p>18 Q. And is a copy of that provided to the</p> <p>19 employees?</p> <p>20 A. They have access to it, yes.</p> <p>21 Q. So they can go online -- or in y'all's</p> <p>22 system and look at it?</p> <p>23 A. Correct, yes.</p> <p>24 Q. Okay. And that's not -- is that just</p> <p>25 during the training or is that any time after that</p> <p style="text-align: right;">Page 40</p>

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<p>1 that they want to go back and look at that?</p> <p>2 A. I believe it's always available.</p> <p>3 Q. And are there -- and I said written</p> <p>4 materials. Are there materials provided in</p> <p>5 addition to the PowerPoint that would say</p> <p>6 supplement the PowerPoint or explain in further</p> <p>7 detail certain issues in the PowerPoint?</p> <p>8 A. We have the policies and the procedures</p> <p>9 and the PowerPoints. Those are the documents that</p> <p>10 are part of the training.</p> <p>11 Q. And just so we're all clear. When I say</p> <p>12 documents, I mean in any format, you know, whether</p> <p>13 that's electronic, you know, PDF, Word, hard copy,</p> <p>14 anything. So are there other materials in any</p> <p>15 format aside from the PowerPoint that are provided</p> <p>16 to the employees as a part of their training? I</p> <p>17 think you said policies and procedures, right?</p> <p>18 A. Right. And those are electronic. I mean,</p> <p>19 those are electronic documents I guess to be more</p> <p>20 precise. Those are electronic documents that are</p> <p>21 available to the employees.</p> <p>22 Q. So when we were talking about -- you</p> <p>23 walked me through the -- I guess the investigative</p> <p>24 process. When a dispute is received from a</p> <p>25 consumer, is there a policy -- is there an</p> <p style="text-align: right;">Page 41</p>	<p>1 of the software. It is a document that gives</p> <p>2 instruction to the agent based on what their</p> <p>3 reading and observing from both the consumer</p> <p>4 dispute and the account detail.</p> <p>5 Q. And then they follow the job aid and do</p> <p>6 whatever it tells them to do, but they enter that</p> <p>7 into your system, whatever they're doing; is that</p> <p>8 right?</p> <p>9 A. Correct.</p> <p>10 Q. And any actions entered into the system</p> <p>11 would show up in the account notes; is that</p> <p>12 correct?</p> <p>13 A. Correct.</p> <p>14 Q. Okay. Is a part of the -- is a part of</p> <p>15 the, I guess, the steps I think you said if the</p> <p>16 agent identifies the dispute, the account is marked</p> <p>17 or notated as disputed; is that right?</p> <p>18 A. That is correct. If the agent that is</p> <p>19 processing the correspondence from the consumer</p> <p>20 identifies as a dispute, they are instructed to</p> <p>21 mark the account as disputed in the procedure.</p> <p>22 Q. And then I think you said the next thing</p> <p>23 that happens is a code is sent to the CRAs telling</p> <p>24 them that the account is disputed?</p> <p>25 MR. ROSSMAN: Objection. Repetitive.</p> <p style="text-align: right;">Page 43</p>
<p>1 additional or separate policy that informs the</p> <p>2 employee on what code should be sent to the credit</p> <p>3 bureaus in response to a dispute and how to know</p> <p>4 what code should be sent?</p> <p>5 MR. ROSSMAN: Objection. Repetitive.</p> <p>6 Q. You can answer.</p> <p>7 A. As I mentioned before it's not in the</p> <p>8 policy. The codes are in the dispute job aid.</p> <p>9 Q. And so do -- does the employee look at the</p> <p>10 job aid? Maybe I'm not understanding what the job</p> <p>11 aid is. Do they -- does that tell them which code</p> <p>12 to send?</p> <p>13 A. The job aid tells what code to select in</p> <p>14 the system.</p> <p>15 Q. And that's part of the procedure, not the</p> <p>16 policy; is that right?</p> <p>17 A. It's the job aid. It's part of the job</p> <p>18 aid.</p> <p>19 Q. Okay. Again, I'm -- my wife says I'm not</p> <p>20 very smart, but I can lift heavy things. So I'm</p> <p>21 trying to understand what exactly the job aid is.</p> <p>22 Like, what would -- is it something that's in the</p> <p>23 screen that has a step -- I mean, it's in the</p> <p>24 computer system and it has a step by step process?</p> <p>25 A. No. As I mentioned before it is not part</p> <p style="text-align: right;">Page 42</p>	<p>1 Q. Is that right?</p> <p>2 A. The code that is placed on the account</p> <p>3 does get sent to the credit reporting agency.</p> <p>4 Q. Okay. So when the agent marks the account</p> <p>5 as disputed, how is that done? Is there like a box</p> <p>6 they check or what happens?</p> <p>7 A. Within the system of record there is a</p> <p>8 dispute form, so it's a separate section within the</p> <p>9 system of record. And the agent processing the</p> <p>10 correspondence has a drop down selection to mark</p> <p>11 the account as disputed.</p> <p>12 Q. Okay. And you've reviewed the documents</p> <p>13 that Spring Oaks has produced in this case so far,</p> <p>14 correct?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And do you know if y'all have</p> <p>17 produced the dispute form that you just talked</p> <p>18 about?</p> <p>19 A. The notation of the form would be in the</p> <p>20 notes.</p> <p>21 Q. Okay. And we'll look at that later. Is</p> <p>22 there a form though that is separate from the</p> <p>23 notes?</p> <p>24 A. No. What's exactly -- I mean, I guess</p> <p>25 it's a section of the system of record that you --</p> <p style="text-align: right;">Page 44</p>

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<p>1 basically gets transmitted into the notes.</p> <p>2 Q. Okay. So they fill out a form in the</p> <p>3 system and that information goes -- and is -- you</p> <p>4 can read that in the notes, whatever they input</p> <p>5 into that form; is that right?</p> <p>6 A. Correct.</p> <p>7 Q. And so does the system, once the account</p> <p>8 as marked as disputed, does the employee have to</p> <p>9 then decide what code to send to the credit bureaus</p> <p>10 or does that happen has a part of the system</p> <p>11 automatically?</p> <p>12 MR. ROSSMAN: Objection. Repetitive.</p> <p>13 A. The person processing the inbound</p> <p>14 correspondence, you know, selects the drop down to</p> <p>15 notate the dispute.</p> <p>16 Q. What do you mean by notate the dispute?</p> <p>17 A. To mark the account as disputed.</p> <p>18 Q. Within y'all's system?</p> <p>19 A. Correct.</p> <p>20 Q. Okay. Then how does the code -- and just</p> <p>21 for clarity sake, are we talking about an XB code</p> <p>22 that goes to the credit bureaus at this point?</p> <p>23 MR. ROSSMAN: Objection.</p> <p>24 A. Yes.</p> <p>25 Q. Do you know what an XB code is?</p> <p style="text-align: right;">Page 45</p>	<p>1 that XB code automatically go to the credit</p> <p>2 bureaus?</p> <p>3 A. When the agent marks the account as</p> <p>4 disputed, the code -- an internal code is on the</p> <p>5 account to reflect that the account is disputed and</p> <p>6 then Spring Oaks reports an XB code to the credit</p> <p>7 reporting agencies -- agency, just TransUnion.</p> <p>8 Q. So tell me how that reporting happens.</p> <p>9 MR. ROSSMAN: Objection. Repetitive.</p> <p>10 Q. Well, let me ask you this: Do you know</p> <p>11 what a UDF is?</p> <p>12 A. I believe so, but I would prefer that -- I</p> <p>13 mean, if you're going to ask me about it, I need to</p> <p>14 know the acronym.</p> <p>15 Q. All right.</p> <p>16 MR. ROSSMAN: Stan, you mean universal</p> <p>17 data form?</p> <p>18 MR. HERRING: Yeah, yeah.</p> <p>19 Q. I guess what I'm -- when you say report,</p> <p>20 see that's vague to me. I don't understand what</p> <p>21 that means. So the minute they mark it as</p> <p>22 disputed, does the information -- not the minute,</p> <p>23 but shortly thereafter -- does the information</p> <p>24 automatically upload to the credit bureaus or does</p> <p>25 that happen, you know, like once every few weeks or</p> <p style="text-align: right;">Page 47</p>
<p>1 A. Yes.</p> <p>2 Q. And what is that?</p> <p>3 A. An XB code is a code that signifies that</p> <p>4 an account is disputed.</p> <p>5 Q. Okay. And that XB code is the code that</p> <p>6 Spring Oaks would use to tell the credit bureaus</p> <p>7 that the account needs to be marked as disputed; is</p> <p>8 that right?</p> <p>9 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>10 previous testimony.</p> <p>11 Q. You can answer. If that's not right, you</p> <p>12 can tell me. Is that right?</p> <p>13 A. Can you repeat the question?</p> <p>14 Q. The XB code is the code that Spring Oaks</p> <p>15 uses to tell the credit bureaus that the account</p> <p>16 needs to be marked as disputed on -- in the</p> <p>17 consumer's credit file?</p> <p>18 MR. ROSSMAN: Same objection.</p> <p>19 Q. Is that right?</p> <p>20 A. The XB code is the code that we use to</p> <p>21 notate the account as disputed.</p> <p>22 Q. Okay. And what I guess I'm trying to</p> <p>23 understand is, does an agent have to manually</p> <p>24 select the XB code in order for that to happen? Or</p> <p>25 is once the account is marked as disputed, does</p> <p style="text-align: right;">Page 46</p>	<p>1 how does that work?</p> <p>2 A. The reporting happens weekly.</p> <p>3 Q. And so it's just a mass exchange of</p> <p>4 information from Spring Oaks to the credit bureaus</p> <p>5 on the accounts and if there's new information that</p> <p>6 gets uploaded. If there's not, then nothing gets</p> <p>7 uploaded for that account; is that right?</p> <p>8 MR. ROSSMAN: Objection. Compound</p> <p>9 question. Objection. Confusing.</p> <p>10 Q. Is that correct?</p> <p>11 A. No. The way the process works is that a</p> <p>12 report is created for all accounts that are credit</p> <p>13 reporting. If there's new information, that</p> <p>14 information will be contained within the report.</p> <p>15 If there's no new information, the account data is</p> <p>16 transmitted just, you know, as is from the previous</p> <p>17 week if there's nothing new.</p> <p>18 Q. And I'm still not sure you've answered my</p> <p>19 original question about how the XB code gets sent.</p> <p>20 I mean, here's what I'm just trying to get at.</p> <p>21 When the account is marked disputed, does</p> <p>22 that trigger the XB code automatically or does the</p> <p>23 agent then have to go in and maybe another drop</p> <p>24 down menu chose the XB code?</p> <p>25 MR. ROSSMAN: Objection. Repetitive,</p> <p style="text-align: right;">Page 48</p>

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<p>1 repetitive, repetitive.</p> <p>2 Q. You can answer.</p> <p>3 A. The agent selects the drop down to notate</p> <p>4 the account as disputed, the XB code is transmitted</p> <p>5 to the credit reporting agencies in the weekly</p> <p>6 reporting.</p> <p>7 Q. So once the account is marked disputed,</p> <p>8 the XB code is transmitted? There's not a separate</p> <p>9 step is what I'm trying to get at?</p> <p>10 A. There is a separate step because, you</p> <p>11 know, to the point earlier it doesn't happen</p> <p>12 immediately. The account gets marked as disputed</p> <p>13 and then in the weekly report, the code is</p> <p>14 transmitted.</p> <p>15 Q. So even though the agent has marked the</p> <p>16 account as disputed, are there other codes they</p> <p>17 could select to send to the credit bureaus as a</p> <p>18 part of that upload of information on the account?</p> <p>19 A. I'm sorry. Which employee are you talking</p> <p>20 about?</p> <p>21 Q. All right. Well, maybe that's where the</p> <p>22 confusion is. So which employee marks the account</p> <p>23 as disputed?</p> <p>24 MR. ROSSMAN: Objection. Repetitive.</p> <p>25 A. For correspondence from consumers, there's</p> <p style="text-align: right;">Page 49</p>	<p>1 MR. ROSSMAN: Objection. Calls for</p> <p>2 speculation. Objection. Calls for legal</p> <p>3 conclusion.</p> <p>4 Q. Is it a different notation?</p> <p>5 A. I'm sorry. I need to clarify which</p> <p>6 employee we're talking about. Because if we're</p> <p>7 still talking about the employees that are</p> <p>8 processing inbound correspondence, they are not</p> <p>9 instructed to use any other notations.</p> <p>10 Q. Other than XB or other than the notation</p> <p>11 that would result in the XB code?</p> <p>12 A. Correct.</p> <p>13 Q. All right. So -- and I think you said as</p> <p>14 part of the process once a dispute has been</p> <p>15 identified, the account moves to a hold queue; is</p> <p>16 that right?</p> <p>17 A. Yes.</p> <p>18 Q. And then a different team takes over at</p> <p>19 that point?</p> <p>20 A. Correct.</p> <p>21 Q. And what's the name of that team?</p> <p>22 A. The disputes team.</p> <p>23 Q. Okay. Do they have additional or</p> <p>24 different policies that they are trained on other</p> <p>25 than what we've already talked about?</p> <p style="text-align: right;">Page 51</p>
<p>1 a team of agents that read and review the inbound</p> <p>2 response and take whatever action is needed. If</p> <p>3 the account is disputed, they would mark the</p> <p>4 account -- notate the account as disputed. If the</p> <p>5 account has an attorney representation, they add</p> <p>6 the attorney representation information so there's</p> <p>7 a dedicated group of employees who are processing</p> <p>8 inbound correspondence from consumers and</p> <p>9 attorneys.</p> <p>10 Q. And so that team would be the one to mark</p> <p>11 the account as disputed, correct?</p> <p>12 A. Correct.</p> <p>13 Q. And when they mark the account as</p> <p>14 disputed, does it automatically choose -- does the</p> <p>15 system automatically choose the XB code or could it</p> <p>16 choose an XC or an XH code?</p> <p>17 A. When a dispute is entered onto an account,</p> <p>18 the agent does not select XB. They select a</p> <p>19 certain notation which corresponds to the XB code.</p> <p>20 Q. Okay. And so what notation would that be?</p> <p>21 A. I believe it says -- I think the drop down</p> <p>22 is written correspondence or something along those</p> <p>23 lines. Written or written correspondence.</p> <p>24 Q. Okay. And what notation would they use if</p> <p>25 they wanted the code selected to be XC?</p> <p style="text-align: right;">Page 50</p>	<p>1 MR. ROSSMAN: Objection. Repetitive.</p> <p>2 A. Nothing in addition to what we've already</p> <p>3 talked about.</p> <p>4 Q. Okay. Do they have additional procedures</p> <p>5 or processes that they are trained on in how to</p> <p>6 handle the dispute and do all the things they need</p> <p>7 to do in addition to what we've already talked</p> <p>8 about?</p> <p>9 MR. ROSSMAN: Objection. Repetitive.</p> <p>10 A. I mentioned previously the job aid. They</p> <p>11 follow -- the dispute agents follow the disputes</p> <p>12 job aid.</p> <p>13 Q. And is that a different job aid then the</p> <p>14 one that the -- I guess the intake agents follow?</p> <p>15 A. Yes.</p> <p>16 Q. Does it have a different name?</p> <p>17 A. Yes.</p> <p>18 Q. What's it called?</p> <p>19 A. Disputes job aid.</p> <p>20 Q. Okay. You may have said that just now and</p> <p>21 I missed it. And the jobs aid that we've talked</p> <p>22 about earlier for the initial intake, was that the</p> <p>23 intake jobs aid or what was that called?</p> <p>24 A. Inbound correspondence procedure.</p> <p>25 Q. Okay. Is there any other policy,</p> <p style="text-align: right;">Page 52</p>

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<p>1 procedure, or process that the dispute team is</p> <p>2 required to use when investigating a dispute?</p> <p>3 A. No.</p> <p>4 Q. And is the dispute team -- are they also</p> <p>5 responsible for responding to the dispute?</p> <p>6 A. Yes.</p> <p>7 Q. Are there any other policies, procedures,</p> <p>8 or processes that would inform them how to respond</p> <p>9 to the dispute other than what we've talked about?</p> <p>10 A. No.</p> <p>11 Q. Okay. And walk me through the process or</p> <p>12 the procedure for investigating the dispute by the</p> <p>13 dispute team.</p> <p>14 A. When an agent is working a dispute, they</p> <p>15 pull up the account in the system -- system of</p> <p>16 record. They are to read the correspondence or</p> <p>17 notes related to the dispute. Depending on what</p> <p>18 they read within that document they may take</p> <p>19 certain steps. Again, depending what they observe</p> <p>20 from the consumer correspondence, they would then</p> <p>21 investigate any claims, any specific disputes,</p> <p>22 review the account documentation. And then</p> <p>23 depending on their findings, they would then notate</p> <p>24 the account and then select the appropriate</p> <p>25 correspondence to send to the consumer and make the</p> <p style="text-align: right;">Page 53</p>	<p>1 already talked about?</p> <p>2 A. Can you explain what you mean by the</p> <p>3 processes and procedures?</p> <p>4 Q. Well, we've talked about policies that</p> <p>5 talk about how to document the account notes. Are</p> <p>6 there processes and procedures that inform the</p> <p>7 intake agents or the dispute team agents on how to</p> <p>8 document the account notes separate from these --</p> <p>9 the jobs -- I forget what they're called -- the job</p> <p>10 aid that we've talked about?</p> <p>11 A. No.</p> <p>12 Q. Is there a policy that discusses how to</p> <p>13 mark the account for credit reporting purposes</p> <p>14 after an investigation has been completed and</p> <p>15 response sent from the dispute team to the</p> <p>16 consumer?</p> <p>17 A. It's -- that information is within the job</p> <p>18 aid.</p> <p>19 Q. For the dispute team?</p> <p>20 A. Correct.</p> <p>21 Q. Okay. And how would they -- well, let me</p> <p>22 go back. I'm sorry. So initially the account is</p> <p>23 marked XB. And are you familiar with how that</p> <p>24 translates on the credit report, what that says?</p> <p>25 MR. ROSSMAN: Objection. Compound</p> <p style="text-align: right;">Page 55</p>
<p>1 proper notations within the system of record</p> <p>2 related to their observations, their findings, and</p> <p>3 the dispute.</p> <p>4 Q. Is there a policy document or manual that</p> <p>5 informs the initial intake agents on how to</p> <p>6 document the account notes?</p> <p>7 MR. ROSSMAN: Objection. Repetitive.</p> <p>8 A. Yes.</p> <p>9 Q. I didn't hear you. What was your answer?</p> <p>10 A. Yes.</p> <p>11 Q. What's the name of that policy and</p> <p>12 procedure -- or that policy?</p> <p>13 A. It's the inbound -- processing inbound</p> <p>14 correspondence procedure.</p> <p>15 Q. Okay. So it's a part of the other one</p> <p>16 that we talked about?</p> <p>17 A. Correct.</p> <p>18 Q. And is there a separate policy that</p> <p>19 informs the dispute team on how to document the</p> <p>20 file or is that a part of that same policy that</p> <p>21 we've already talked about?</p> <p>22 A. It's a part of the disputes job aid.</p> <p>23 Q. And the same questions for the procedures</p> <p>24 and processes. Are those a part of the jobs aid</p> <p>25 we've already talked about or the job aids we've</p> <p style="text-align: right;">Page 54</p>	<p>1 question.</p> <p>2 Q. You can answer.</p> <p>3 A. Yes, I am familiar.</p> <p>4 Q. And so what does an XB code translate to</p> <p>5 on the credit report?</p> <p>6 MR. ROSSMAN: Objection. Foundation.</p> <p>7 Q. You can answer.</p> <p>8 A. I'm familiar, but I don't have the exact,</p> <p>9 you know, phrasing, you know, off the top of my</p> <p>10 head.</p> <p>11 Q. Do you understand it to be account</p> <p>12 information disputed by the consumer?</p> <p>13 MR. ROSSMAN: Objection. Foundation.</p> <p>14 Q. I mean, if you're not, you're not.</p> <p>15 A. I mean, I understand what the code does.</p> <p>16 I cannot commit to exactly what it may say on a</p> <p>17 credit report.</p> <p>18 Q. So after the investigation and response,</p> <p>19 does the job aid require the -- or what does the</p> <p>20 job aid tell the agents doing that dispute</p> <p>21 investigation in response on what they're supposed</p> <p>22 to do with the credit reporting?</p> <p>23 MR. ROSSMAN: Objection. Calls for</p> <p>24 speculation. Objection. Vague.</p> <p>25 Q. You can answer.</p> <p style="text-align: right;">Page 56</p>

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<p>1 A. The job aid does give instruction on the</p> <p>2 steps to take to notate the account upon completion</p> <p>3 of an investigation.</p> <p>4 Q. So what does it say?</p> <p>5 A. I don't have it in front of me.</p> <p>6 Q. Well, as Spring Oaks' corporate</p> <p>7 representative here today to testify about that</p> <p>8 issue, what do you recall about what it says?</p> <p>9 A. It depends. There's certain steps and</p> <p>10 observations that the agent need to review,</p> <p>11 including if the consumer has disputed before or if</p> <p>12 there's other information that they need to pay</p> <p>13 attention to. They need to -- as I mentioned</p> <p>14 before, they need to document their findings. They</p> <p>15 need to select the letter to respond to the</p> <p>16 consumer. They need to select how we're going to</p> <p>17 respond to the consumer, whether that's by mail or</p> <p>18 e-mail.</p> <p>19 Q. And as a part of that process, do they</p> <p>20 select whether or how the code for the credit</p> <p>21 reporting will be changed?</p> <p>22 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>23 previous testimony.</p> <p>24 A. The agent selects a code to reflect that</p> <p>25 the investigation was completed. They may also</p> <p style="text-align: right;">Page 57</p>	<p>1 Such as, you know, what's the exact nature of</p> <p>2 dispute, whether or not, you know, perhaps the</p> <p>3 letter is coming from credit repair. You know,</p> <p>4 there's certain indicators that we would look at.</p> <p>5 Q. So we're talking about a situation where</p> <p>6 at the end of the investigation rather than mark</p> <p>7 the account as XH and XC, it would be marked as XB.</p> <p>8 And you said there's certain things you would look</p> <p>9 at the nature of the dispute, whether the letter is</p> <p>10 from credit repair. What else?</p> <p>11 A. Those are the two main components.</p> <p>12 Q. And so would the -- just procedurally</p> <p>13 would the agent just leave it as XB, or would they</p> <p>14 have to select a code to make it stay XB?</p> <p>15 MR. ROSSMAN: Objection. Repetitive.</p> <p>16 A. Procedurally they leave the code as XB.</p> <p>17 There's no change.</p> <p>18 Q. You said you have to look at the nature of</p> <p>19 the disputes. So tell me what you mean by that.</p> <p>20 A. Well, there's certain letters and certain</p> <p>21 correspondences that Spring Oaks has identified</p> <p>22 that, again, may indicate the account is credit</p> <p>23 repair. And based on the circumstances of the</p> <p>24 letter and the correspondence, we may choose to</p> <p>25 leave the XB code on the account after the</p> <p style="text-align: right;">Page 59</p>
<p>1 chose to select a code that the investigation was</p> <p>2 completed and the consumer still disagrees.</p> <p>3 Q. And what is the name of that code?</p> <p>4 MR. ROSSMAN: Objection. Foundation.</p> <p>5 Q. Let me make it a little clearer. What is</p> <p>6 the name of the code that updates I guess the</p> <p>7 system that the investigation has been completed?</p> <p>8 A. As I mentioned it depends on other</p> <p>9 factors. There's two different codes to indicate</p> <p>10 that the investigation has been completed.</p> <p>11 Q. Okay. What are those codes?</p> <p>12 A. The codes are XH and XC.</p> <p>13 Q. Okay. Is it possible -- is one option to</p> <p>14 leave the account as an XB code -- with an XB code?</p> <p>15 A. Can you clarify what you mean by is it an</p> <p>16 option?</p> <p>17 Q. Well, once the dispute agent completes the</p> <p>18 investigation, you said they have two options. Is</p> <p>19 there a third option to leave the account as marked</p> <p>20 as an XB account that is disputed by the consumer?</p> <p>21 A. There may be in certain circumstances,</p> <p>22 yes.</p> <p>23 Q. And what circumstances would that be?</p> <p>24 A. It depends on the particular</p> <p>25 correspondence and circumstances of the account.</p> <p style="text-align: right;">Page 58</p>	<p>1 investigation.</p> <p>2 Q. Why would whether the -- it's credit</p> <p>3 repair matter in determining whether to leave the</p> <p>4 code as XB on the account?</p> <p>5 A. There's -- I mean, frankly there's a</p> <p>6 certain population of accounts that have presented,</p> <p>7 you know, risk of litigation. And those accounts</p> <p>8 we've made a determination to handle separately in</p> <p>9 a different process.</p> <p>10 Q. Okay. So the -- so are there other</p> <p>11 factors regarding credit -- or disputes that you</p> <p>12 think are credit repair that would -- that would</p> <p>13 influence Spring Oaks to leave an account marked as</p> <p>14 XB?</p> <p>15 A. It's a case by case evaluation.</p> <p>16 Q. Well, you identified risk of litigation.</p> <p>17 What other factors are there? Does a credit repair</p> <p>18 dispute make it in your eyes more or less</p> <p>19 legitimate, the dispute?</p> <p>20 A. The risk factor I don't think has anything</p> <p>21 to do with whether or not the dispute is</p> <p>22 legitimate.</p> <p>23 Q. By risk factor you're talking about Spring</p> <p>24 Oaks is worried about getting sued by these</p> <p>25 consumers that are involved with credit repair</p> <p style="text-align: right;">Page 60</p>

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<p>1 organizations; is that right?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. Aside from credit repair, what are</p> <p>4 some other examples of the nature of the dispute</p> <p>5 where after the investigation the account would be</p> <p>6 left or marked as XB?</p> <p>7 A. Again, it's a case by case evaluation</p> <p>8 looking at the documentation.</p> <p>9 Q. Sure. I understand it's case by case.</p> <p>10 And I'm asking you to give me some examples of the</p> <p>11 case by case evaluation or what are the factors?</p> <p>12 MR. ROSSMAN: Objection. Calls for</p> <p>13 speculation.</p> <p>14 Q. You can answer.</p> <p>15 A. I'm sorry. I wasn't sure if you were</p> <p>16 going to rephrase.</p> <p>17 Q. No. I'm kind of ignoring your lawyer.</p> <p>18 A. In thinking about the -- again, just</p> <p>19 depends on what's actually in the letter or what</p> <p>20 the correspondences, if you will, not always a</p> <p>21 letter, from the consumer or their attorney that</p> <p>22 may lead us to leave -- make the determination that</p> <p>23 the XB code will stay on and we won't update</p> <p>24 anything.</p> <p>25 Q. Have you ever seen a situation where the</p> <p style="text-align: right;">Page 61</p>	<p>1 MR. ROSSMAN: Same objection.</p> <p>2 A. If I'm understanding the question</p> <p>3 correctly, I don't think the Fair Debt Collection</p> <p>4 Practices Act mandates any specific code.</p> <p>5 Q. I'm going to share my screen with you.</p> <p>6 A. And I guess to clarify, any specific</p> <p>7 dispute code.</p> <p>8 Q. I'm showing you what I've marked as</p> <p>9 Exhibit 10 to your deposition. Do you see that?</p> <p>10 A. Yes.</p> <p>11 (Plaintiff's Exhibit 10 was marked for</p> <p>12 identification.)</p> <p>13 Q. And for the record Exhibit 10 is a</p> <p>14 document. The cover page says Fair Debt Collection</p> <p>15 Practices Act, 15 U.S.C. Section 1692-1692P. Last</p> <p>16 amended July 10. Did I read that correctly?</p> <p>17 A. It appears that you did.</p> <p>18 Q. And is the Fair Debt Collection Practices</p> <p>19 Act incorporated into the training provided by --</p> <p>20 or provided to Spring Oaks' employees?</p> <p>21 A. Yes.</p> <p>22 Q. This thing won't let me do it right.</p> <p>23 Okay. So I've scrolled to page -- at the bottom,</p> <p>24 it says page 8 on the bottom left. Do you see</p> <p>25 that?</p> <p style="text-align: right;">Page 63</p>
<p>1 account has stayed as XB?</p> <p>2 MR. ROSSMAN: Objection. Calls for</p> <p>3 speculation.</p> <p>4 A. Yes, I have.</p> <p>5 Q. Okay. Is that pretty rare?</p> <p>6 MR. ROSSMAN: Objection. Vague as to</p> <p>7 rare.</p> <p>8 A. I don't see it very often.</p> <p>9 Q. Do Spring Oaks' policies and procedures</p> <p>10 require the agents after investigation to either</p> <p>11 change the code on the account to XC or XH?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And why is that?</p> <p>14 A. That signifies that our investigation is</p> <p>15 complete.</p> <p>16 Q. Is that something that as the</p> <p>17 representative for Spring Oaks is mandated or</p> <p>18 required by the Fair Debt Collection Practices Act</p> <p>19 that the code be changed?</p> <p>20 MR. ROSSMAN: Objection. Calls for a</p> <p>21 legal conclusion.</p> <p>22 Q. You can answer.</p> <p>23 A. I'm sorry. Can you repeat the question?</p> <p>24 MS. HERRING: Can you read it back?</p> <p>25 (Record read.)</p> <p style="text-align: right;">Page 62</p>	<p>1 A. Yes.</p> <p>2 Q. And so it's section 807, but also 1592</p> <p>3 U.S.C. Section E. Are you with me?</p> <p>4 A. Yes.</p> <p>5 Q. And so under Section E it says, a debt</p> <p>6 collector may not use any false, deceptive or</p> <p>7 misleading representation or means in connection</p> <p>8 with the collection of any debt. Without limiting</p> <p>9 the general application of the foregoing, the</p> <p>10 following conduct is a violation of this section.</p> <p>11 And I'm going to go on the right e(8). Do you see</p> <p>12 that?</p> <p>13 A. Yes.</p> <p>14 Q. And so one of the subsections under</p> <p>15 Section e, e(8) says communicating or threatening</p> <p>16 to communicate any -- to any person credit</p> <p>17 information which is known or which should be known</p> <p>18 to be false, including the failure to communicate</p> <p>19 that a disputed debt is disputed. Did I read that</p> <p>20 correctly?</p> <p>21 A. Yes.</p> <p>22 Q. Are the employees that handle the dispute</p> <p>23 investigation and decide what code to use to report</p> <p>24 the results of the investigation, are they trained</p> <p>25 on this section of the Fair Debt Collection</p> <p style="text-align: right;">Page 64</p>

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<p>1 Practices Act?</p> <p>2 A. Yes.</p> <p>3 Q. Does this -- does the Fair Debt Collection</p> <p>4 Practices Act to your knowledge and as the</p> <p>5 representative of Spring Oaks say anything about</p> <p>6 reporting that an investigation is complete?</p> <p>7 MR. ROSSMAN: Objection. Calls for a</p> <p>8 legal conclusion.</p> <p>9 MR. HERRING: I'm asking Spring Oaks'</p> <p>10 position on that.</p> <p>11 MR. ROSSMAN: Same objection.</p> <p>12 A. Section 8 does not -- does not state</p> <p>13 anything related to an investigation.</p> <p>14 Q. Okay. And so you have the -- this exhibit</p> <p>15 with you, Exhibit 10. Do you know if anywhere in</p> <p>16 the Fair Debt Collection Practices Act it addresses</p> <p>17 credit reporting or marking -- showing -- I'm</p> <p>18 sorry. Reporting that an account is disputed in</p> <p>19 any kind of requirement to include that an</p> <p>20 investigation is complete or has been done by the</p> <p>21 debt collector?</p> <p>22 MR. ROSSMAN: Objection. Calls for a</p> <p>23 legal conclusion.</p> <p>24 A. The Fair Debt Collection Practices Act</p> <p>25 doesn't provide guidance on how to -- you know, for Page 65</p>	<p>1 Exhibit 11 to your deposition.</p> <p>2 (Plaintiff's Exhibit 11 was marked for</p> <p>3 identification.)</p> <p>4 Q. The 2022 Credit Reporting Resource Guide</p> <p>5 put out by the credit reporting -- the Credit Data</p> <p>6 Industry Association. Is that the -- did I read</p> <p>7 that correctly?</p> <p>8 A. It appears that you did.</p> <p>9 Q. Okay. And is -- are you familiar with</p> <p>10 this document?</p> <p>11 A. I'm familiar with the resource guide. I</p> <p>12 don't recall the last version, you know, the</p> <p>13 copyright 2022. I don't recall the last version</p> <p>14 that I have as my resource, but yes.</p> <p>15 Q. Okay. So this dispute in this case was in</p> <p>16 2022, correct?</p> <p>17 A. Correct.</p> <p>18 Q. And does Spring Oaks incorporate the --</p> <p>19 incorporate into its policies and procedures</p> <p>20 information from this credit reporting resource</p> <p>21 guide?</p> <p>22 A. It is incorporated into the job aid.</p> <p>23 Q. Let's see. So going down to Exhibit 8 --</p> <p>24 by the way, this isn't the whole -- the whole</p> <p>25 thing. It's -- because it's a couple of hundred Page 67</p>
<p>1 example, what code to use for credit reporting.</p> <p>2 Q. As the representative of Spring Oaks, do</p> <p>3 you believe that whatever code Spring Oaks decides</p> <p>4 to use to report that code must comply with the</p> <p>5 Fair Debt Collection Practices Acts and</p> <p>6 specifically Section 8, e(8)?</p> <p>7 MR. ROSSMAN: Objection. Compound</p> <p>8 question. Objection. Calls for a legal</p> <p>9 conclusion.</p> <p>10 Q. You can answer.</p> <p>11 A. The FDCA requires that the account be,</p> <p>12 you know, communicated -- that we communicate that</p> <p>13 the debt is disputed.</p> <p>14 Q. Okay. And it says debt is disputed,</p> <p>15 right?</p> <p>16 A. Yes.</p> <p>17 Q. It doesn't say was disputed, does it?</p> <p>18 MR. ROSSMAN: Objection. Argumentative.</p> <p>19 A. The word is is.</p> <p>20 Q. Okay. And Spring Oaks understands that is</p> <p>21 means present tense, correct?</p> <p>22 MR. ROSSMAN: Objection. Argumentative.</p> <p>23 Q. You can answer.</p> <p>24 A. Correct. Is is present tense.</p> <p>25 Q. Okay. I'm showing you what I've marked as Page 66</p>	<p>1 pages long. I've just taken out some relevant</p> <p>2 portions.</p> <p>3 Exhibit 8, compliance condition codes. Is</p> <p>4 this section right here incorporated into the job</p> <p>5 aid?</p> <p>6 MR. ROSSMAN: Objection. Vague as to this</p> <p>7 section.</p> <p>8 Q. Well, the information here on the</p> <p>9 compliance code is in section -- Exhibit 8 or parts</p> <p>10 of it?</p> <p>11 A. Parts of it.</p> <p>12 Q. Okay. And so specifically if we look down</p> <p>13 here -- well, let's go back up to the top I guess.</p> <p>14 It says compliance condition codes are used to</p> <p>15 reflect accounts closed at a consumer's request and</p> <p>16 consumer disputes under the Fair Credit Billing</p> <p>17 Act, Fair Debt Collection Practices Act, or direct</p> <p>18 dispute provisions of the Fair Credit Reporting Act</p> <p>19 in its implementing rules. Did I read that</p> <p>20 correctly?</p> <p>21 A. Yes.</p> <p>22 Q. And so what's the purpose from Spring</p> <p>23 Oaks' perspective of this document that's</p> <p>24 incorporated or parts of which are incorporated</p> <p>25 into the job aid? Page 68</p>

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<p>1 A. These are guidelines that instruct Spring</p> <p>2 Oaks in what codes to report in certain instances</p> <p>3 to the credit reporting agencies.</p> <p>4 Q. Okay. And so the first one I guess --</p> <p>5 first one that's relevant to Spring Oaks'</p> <p>6 investigation of Mr. Robinson's dispute is the XB</p> <p>7 code that I've highlighted there; is that right?</p> <p>8 MR. ROSSMAN: Objection. Vague as to</p> <p>9 relevance.</p> <p>10 Q. Well, we can do this another way. Did the</p> <p>11 XA, was that applicable to Mr. Robinson's dispute?</p> <p>12 Do I need to make it larger for you?</p> <p>13 A. Well, I just need to read it to see if it</p> <p>14 was applicable. XA, account closed at consumer's</p> <p>15 request. I don't believe so.</p> <p>16 Q. Okay. So the next code is the XB code,</p> <p>17 correct?</p> <p>18 A. Yes.</p> <p>19 Q. So it says, account -- I guess in the</p> <p>20 description, account information has been disputed</p> <p>21 by the consumer directly to the data furnisher</p> <p>22 under the Fair Credit Reporting Act; the data</p> <p>23 furnisher conducting its investigation. Is that --</p> <p>24 did I read that correctly?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 69</p>	<p>1 A. Correct.</p> <p>2 Q. All right. So what does it say?</p> <p>3 A. It does not specifically call out FCRA,</p> <p>4 but it does instruct the agents to review certain</p> <p>5 account attributes to determine if we will look at</p> <p>6 the dispute as being pursuant to FDCPA, FCRA, or</p> <p>7 both.</p> <p>8 Q. You said to look at certain account</p> <p>9 attributes?</p> <p>10 A. Correct.</p> <p>11 Q. Not talking about the dispute attributes,</p> <p>12 you're talking about account attributes; is that</p> <p>13 right?</p> <p>14 A. Correct.</p> <p>15 Q. And what are those account attributes?</p> <p>16 A. If the account is credit reporting.</p> <p>17 Q. Anything else?</p> <p>18 A. No.</p> <p>19 Q. Does anything in the dispute -- is</p> <p>20 anything in the dispute to be considered in</p> <p>21 determining whether a dispute is an FCRA dispute?</p> <p>22 MR. ROSSMAN: Objection. Repetitive.</p> <p>23 Q. You can answer.</p> <p>24 A. Yeah. The agents are not instructed to</p> <p>25 look for -- the job aid doesn't tell them to look</p> <p style="text-align: right;">Page 71</p>
<p>1 Q. Okay. So are -- does the job aid instruct</p> <p>2 the dispute investigation team on how to determine</p> <p>3 whether a dispute is done pursuant to the Fair</p> <p>4 Credit Reporting Act or pursuant to the FDCPA?</p> <p>5 MR. ROSSMAN: Objection. Compound</p> <p>6 question.</p> <p>7 Q. Okay. I'll withdraw that. Does the job</p> <p>8 aid instruct employees on the dispute investigation</p> <p>9 team how to know if a dispute is done pursuant to</p> <p>10 the Fair Credit Reporting Act?</p> <p>11 A. Not specifically in those words.</p> <p>12 Q. All right. So what does it say generally?</p> <p>13 A. Generally --</p> <p>14 MR. ROSSMAN: Objection. Foundation.</p> <p>15 Q. Well, let me ask you that. Are you</p> <p>16 familiar with how it instructs the employees --</p> <p>17 A. Yes.</p> <p>18 Q. -- as the corporate representative of</p> <p>19 Spring Oaks --</p> <p>20 A. Yes.</p> <p>21 Q. -- are you familiar with how it instructs</p> <p>22 the employees?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. You understand that you're here</p> <p>25 today to testify about that, right?</p> <p style="text-align: right;">Page 70</p>	<p>1 for anything within the dispute to determine if</p> <p>2 it's an FCRA dispute.</p> <p>3 Q. Is it fair to say that the sole factor is</p> <p>4 -- in determining whether it's an FCRA dispute is</p> <p>5 whether or not Spring Oaks is credit reporting that</p> <p>6 account?</p> <p>7 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>8 previous testimony.</p> <p>9 A. That's the -- that is the key indicator</p> <p>10 that directs the agent on how to handle the dispute</p> <p>11 under, you know, considering whether it's FCRA and</p> <p>12 FDCPA. And, again, the job aid does not</p> <p>13 specifically call out FCRA or FDCPA specific</p> <p>14 disputes.</p> <p>15 Q. It just tells the agent to go look and see</p> <p>16 if Spring Oaks is credit reporting and if they are</p> <p>17 it's considered an FCRA dispute. Is that accurate?</p> <p>18 A. We're looking at it as an FCRA dispute and</p> <p>19 an FDCPA dispute.</p> <p>20 Q. Okay. And then looking back at Exhibit</p> <p>21 10, in the description it says, code XB should be</p> <p>22 reported for FCRA disputes.</p> <p>23 MR. ROSSMAN: You mean FDCPA.</p> <p>24 A. FDCPA disputes.</p> <p>25 Q. I'm sorry. I was thinking of my next</p> <p style="text-align: right;">Page 72</p>

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<p>1 question while I was asking that one. Code XB</p> <p>2 should be reported for FDCPA disputes?</p> <p>3 A. Yes, that's what it says.</p> <p>4 Q. Okay. And so are Spring Oaks' employees</p> <p>5 trained or does the job aid instruct them that they</p> <p>6 should report -- or use code XB to report FDCPA</p> <p>7 disputes?</p> <p>8 A. As I described earlier, the job aid does</p> <p>9 not tell them to use a certain code. They're</p> <p>10 instructed to select a certain drop down section</p> <p>11 within the system of record to notate the dispute.</p> <p>12 Q. Hold on. Say that one more time. I'm</p> <p>13 sorry. I missed it.</p> <p>14 A. The job aid doesn't tell the agent to</p> <p>15 select an XB code. The job aid instructs the</p> <p>16 agents who are processing inbound correspondence to</p> <p>17 select a certain drop down selection in the system</p> <p>18 of record to notate the dispute.</p> <p>19 Q. And one of those options is, what,</p> <p>20 disputed?</p> <p>21 A. I believe I testified earlier that it was</p> <p>22 written dispute or written correspondence response.</p> <p>23 I don't remember exactly the phrasing.</p> <p>24 Q. I don't think I asked you. What are the</p> <p>25 other options?</p> <p style="text-align: right;">Page 73</p>	<p>1 given the codes.</p> <p>2 Q. Okay.</p> <p>3 A. I should say the agents investigating the</p> <p>4 dispute are given the codes.</p> <p>5 Q. And those agents are trained to understand</p> <p>6 when they select that code what that means, what</p> <p>7 that translates to with the credit report, correct?</p> <p>8 A. They're instructed on what the code means</p> <p>9 -- again, for our internal processing. I don't</p> <p>10 know that we've said this exactly how it then</p> <p>11 reports on the credit reporting -- credit report</p> <p>12 for a consumer. They're instructed on, here are</p> <p>13 the codes, here's when you use them, here are the</p> <p>14 scenarios.</p> <p>15 Q. Okay. And so going back to Exhibit 10, it</p> <p>16 says, important note code XB should no longer be</p> <p>17 reported after the investigation is completed. The</p> <p>18 XB should be removed by reporting the removal code</p> <p>19 or changed to another code. Do you see that?</p> <p>20 A. This is Exhibit 11. I think you said 10.</p> <p>21 Q. I'm sorry. Yeah. Exhibit 11.</p> <p>22 A. Yes. You read that statement correctly.</p> <p>23 Q. Okay. So why -- why does -- scratch that.</p> <p>24 So does Spring Oaks comply with that</p> <p>25 important note, what it says should be done as part</p> <p style="text-align: right;">Page 75</p>
<p>1 A. What are the other options -- I will need</p> <p>2 some clarification. Other options for --</p> <p>3 Q. The drop down menu.</p> <p>4 A. -- agents processing inbound</p> <p>5 correspondence?</p> <p>6 Q. Yeah, sure.</p> <p>7 A. That is -- that is the option they're</p> <p>8 directed to.</p> <p>9 Q. Okay. That's their only option?</p> <p>10 A. That's their instruction, yes.</p> <p>11 Q. Okay. But then the ones doing the dispute</p> <p>12 investigation, they have other options, right?</p> <p>13 A. They're instructed to look at other</p> <p>14 options, yes.</p> <p>15 Q. Okay. And I just want to make sure we've</p> <p>16 identified all the other options. So can you list</p> <p>17 those for me?</p> <p>18 A. It is an XH, an XC, an XR.</p> <p>19 Q. So are they given the actual code or are</p> <p>20 they given a description like written dispute?</p> <p>21 MR. ROSSMAN: Objection.</p> <p>22 Q. That translates into that code?</p> <p>23 MR. ROSSMAN: Objection. Repetitive.</p> <p>24 Q. You can answer.</p> <p>25 A. The agents processing the disputes are</p> <p style="text-align: right;">Page 74</p>	<p>1 of its policies and procedures when concluding an</p> <p>2 investigation?</p> <p>3 A. Generally speaking, yes. I mentioned</p> <p>4 earlier there's a -- may be scenarios where we</p> <p>5 decide to leave the XB on.</p> <p>6 Q. Well, if Spring Oaks does that, are they</p> <p>7 violating this important note requirement in</p> <p>8 Exhibit 11?</p> <p>9 MR. ROSSMAN: Objection. Argumentative.</p> <p>10 Q. You can answer.</p> <p>11 A. Sorry. I'm thinking about the word</p> <p>12 violating.</p> <p>13 Q. Well, if you don't understand the</p> <p>14 question, I can rephrase it.</p> <p>15 A. Well, I'm just not sure -- I'm not</p> <p>16 following the important note is a -- you used the</p> <p>17 word violation, so --</p> <p>18 Q. Well, let me ask you this: Does Spring</p> <p>19 Oaks believe that they're legally required to</p> <p>20 change the XB code to another code after an</p> <p>21 investigation is completed?</p> <p>22 MR. ROSSMAN: Objection. Calls for a</p> <p>23 legal conclusion.</p> <p>24 A. I mean, Spring Oaks, you know, generally</p> <p>25 believes that, you know, the guidelines should be</p> <p style="text-align: right;">Page 76</p>

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<p>1 followed, and these are guidelines.</p> <p>2 Q. Okay. So tell me what you mean by</p> <p>3 guidelines.</p> <p>4 A. These are the guidelines or requirements</p> <p>5 that we follow when credit reporting.</p> <p>6 Q. Okay. And these are guidelines that are</p> <p>7 provided by the consumer data industry association,</p> <p>8 correct?</p> <p>9 A. Correct.</p> <p>10 Q. These aren't legal requirements, correct?</p> <p>11 MR. ROSSMAN: Objection. Calls for a</p> <p>12 legal conclusion.</p> <p>13 Q. Does Spring Oaks believe that these are</p> <p>14 legal requirements?</p> <p>15 MR. ROSSMAN: Same objection.</p> <p>16 Q. You can answer.</p> <p>17 A. These requirements are not -- this is not</p> <p>18 a law I guess is the best way to answer that.</p> <p>19 Q. Right. So the FDCPA that's a law, right?</p> <p>20 A. Correct.</p> <p>21 Q. And that's passed by Congress, correct?</p> <p>22 A. Correct.</p> <p>23 Q. And Spring Oaks understands that if it</p> <p>24 violates the law, the FDCPA, then it can be legally</p> <p>25 liable for violating that law, right?</p> <p style="text-align: right;">Page 77</p>	<p>1 Consumer Data Industry Association.</p> <p>2 Q. And Spring Oaks can chose whether it's</p> <p>3 going to follow that guideline or not, correct?</p> <p>4 A. I mean, yes, yes.</p> <p>5 Q. And if Spring Oaks chose not to change an</p> <p>6 XB code after an investigation, would the credit --</p> <p>7 would the Consumer Data Industry Association have</p> <p>8 some kind of legal recourse against Spring Oaks?</p> <p>9 MR. ROSSMAN: Objection. Calls for</p> <p>10 speculation.</p> <p>11 Q. If you know.</p> <p>12 A. I don't know.</p> <p>13 Q. What about any regulatory industry?</p> <p>14 MR. ROSSMAN: Objection. Calls for</p> <p>15 speculation.</p> <p>16 A. I don't know what would be the outcome</p> <p>17 there. I don't know.</p> <p>18 Q. Has Spring Oaks ever been sued for not</p> <p>19 following this guideline in Exhibit 11?</p> <p>20 MR. ROSSMAN: Objection. Vague.</p> <p>21 Q. But -- yeah. That is a bad question. So</p> <p>22 has Spring Oaks ever been sued by the Consumer Data</p> <p>23 Industry Association for not following this</p> <p>24 guideline in Exhibit 11 regarding XB codes?</p> <p>25 A. Spring Oaks has not been sued by the</p> <p style="text-align: right;">Page 79</p>
<p>1 A. Correct.</p> <p>2 Q. And if Spring Oaks were to not change the</p> <p>3 XB code to another code, does Spring Oaks -- is it</p> <p>4 Spring Oaks' position that they would have any</p> <p>5 legal liability for that?</p> <p>6 A. Can you outline that scenario? You're</p> <p>7 saying if we -- if Spring Oaks does not change the</p> <p>8 code from an XB?</p> <p>9 Q. This guidelines say that the code XB</p> <p>10 should no longer be reported after the</p> <p>11 investigation is completed.</p> <p>12 A. Yes.</p> <p>13 Q. Spring Oaks -- does Spring Oaks believe</p> <p>14 that if they were to, after an investigation is</p> <p>15 completed, not change the XB code, contrary to what</p> <p>16 this guideline says, that they would face legal</p> <p>17 liability from some entity or regulating authority</p> <p>18 or anyone else?</p> <p>19 A. I'm sorry. I'm still not -- you're asking</p> <p>20 if we don't change the XB or if we don't follow the</p> <p>21 guidance to no longer report the XB?</p> <p>22 Q. Right. In other words, it's just a</p> <p>23 guideline put out by the Consumer Data Industry</p> <p>24 Association, right?</p> <p>25 A. Yes. These are guidelines put out by the</p> <p style="text-align: right;">Page 78</p>	<p>1 Consumer Data Industry Association relating to</p> <p>2 following the codes, the compliance condition</p> <p>3 codes.</p> <p>4 Q. Has Spring Oaks ever been sued by any</p> <p>5 regulatory -- government regulatory body for not</p> <p>6 following the guidelines regarding XB codes?</p> <p>7 A. No.</p> <p>8 Q. Has Spring Oaks ever had a complaint or</p> <p>9 any kind of regulatory action filed against them</p> <p>10 for not following the guideline in Exhibit 11?</p> <p>11 MR. ROSSMAN: Objection. Repetitive.</p> <p>12 A. And you mentioned complaint and regulatory</p> <p>13 actions. I'm not sure what you mean by complaint.</p> <p>14 Q. Well, and by complaint -- I've already</p> <p>15 asked you about lawsuit. Has -- has Spring Oaks</p> <p>16 ever had a regulatory action brought against them</p> <p>17 by any agency for failure to follow this code? I'm</p> <p>18 sorry. Not the code. For failing to follow this</p> <p>19 guidance regarding the XB code?</p> <p>20 A. No.</p> <p>21 Q. Is it Spring Oaks' position that they can</p> <p>22 follow this guideline by changing an XB code after</p> <p>23 the investigation is completed even if that</p> <p>24 violates the FDCPA?</p> <p>25 MR. ROSSMAN: Objection. Compound</p> <p style="text-align: right;">Page 80</p>

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<p>1 question. Calls for legal conclusion.</p> <p>2 Q. You can answer.</p> <p>3 A. Spring Oaks does not believe it's</p> <p>4 violating the FDCPA by using the codes within the</p> <p>5 CDIA manual.</p> <p>6 Q. I appreciate that, but that wasn't my</p> <p>7 question. Is it Spring Oaks' position that they</p> <p>8 have to follow this code or this guideline in the</p> <p>9 CDIA manual even if in doing so they would violate</p> <p>10 the FDCPA?</p> <p>11 MR. ROSSMAN: Same objections.</p> <p>12 A. I mean, Spring Oaks does not believe that</p> <p>13 following the codes violates the FDCPA.</p> <p>14 Q. Again, that's not my question. I</p> <p>15 understand that Spring Oaks believes it's not</p> <p>16 violating the FDCPA. I guess what I'm asking is</p> <p>17 does Spring Oaks recognize that if in following</p> <p>18 this guideline it would cause them to violate the</p> <p>19 FDCPA that they should not follow the guideline and</p> <p>20 should instead do what the FDCPA requires?</p> <p>21 MR. ROSSMAN: Objection. Calls for</p> <p>22 speculation.</p> <p>23 Q. You can answer.</p> <p>24 A. You know, this is the third try here so I</p> <p>25 may still not be understanding the question, but</p> <p style="text-align: right;">Page 81</p>	<p>1 MR. ROSSMAN: Well, I think -- I think</p> <p>2 we're there because you're asking her about her --</p> <p>3 she's an attorney and you're asking for -- about</p> <p>4 her opinion about a legal decision that Spring Oaks</p> <p>5 may or may not make. So I mean, this is -- this is</p> <p>6 -- you're asking her for a legal conclusion and --</p> <p>7 you're asking her for a legal conclusion. You</p> <p>8 know, this is what you're asking for. So we're</p> <p>9 objecting. She's answered. We're not going to</p> <p>10 answer this question further.</p> <p>11 MR. HERRING: All right. Well, you're</p> <p>12 going to need to move for a protective order on</p> <p>13 that then because I'm going to leave the deposition</p> <p>14 open to come back and get the answer to that</p> <p>15 question.</p> <p>16 MR. ROSSMAN: Then that's certainly your</p> <p>17 right, but here again, this is -- you're asking her</p> <p>18 questions about, you know, Spring Oaks Capital and</p> <p>19 internally what its legal decisions are. That's</p> <p>20 not what a deposition is for. You're not here to</p> <p>21 ask her questions about its legal decisions or</p> <p>22 legal determinations. You're here to ask about</p> <p>23 facts.</p> <p>24 Q. All right. Well, we'll ask it this way.</p> <p>25 Does Spring Oaks provide any training to its</p> <p style="text-align: right;">Page 83</p>
<p>1 what you're asking me to answer, if I could just</p> <p>2 clarify. If the CDIA manual instructions results</p> <p>3 in an FDCPA violation does Spring Oaks Capital</p> <p>4 recognize that?</p> <p>5 Q. Well, does Spring Oaks Capital recognize</p> <p>6 that -- that it's more important for them to comply</p> <p>7 with the FDCPA than to comply with this guidance</p> <p>8 manual?</p> <p>9 MR. ROSSMAN: I'm going to object. You've</p> <p>10 asked this question four different ways and she's</p> <p>11 answered it. I'm going to object here.</p> <p>12 MR. HERRING: I haven't got --</p> <p>13 MR. ROSSMAN: This is repetitive.</p> <p>14 MR. HERRING: Well, you can keep</p> <p>15 objecting, but I haven't got an answer to my</p> <p>16 question. I'm trying to get us on the same page.</p> <p>17 MR. ROSSMAN: I'm going to instruct her</p> <p>18 not to answer here.</p> <p>19 MR. HERRING: No, no, no.</p> <p>20 MR. ROSSMAN: You're asking her the same</p> <p>21 question here.</p> <p>22 MR. HERRING: You cannot instruct her not</p> <p>23 to answer that question. The only thing you can</p> <p>24 instruct her not to answer is a question that would</p> <p>25 breach attorney-client privilege.</p> <p style="text-align: right;">Page 82</p>	<p>1 employees that if there is a conflict between the</p> <p>2 guidelines and the FDCPA and in following these</p> <p>3 guidelines in Exhibit 11, that they would</p> <p>4 ultimately potentially violate the FDCPA, does</p> <p>5 Spring Oaks provide any training that tells them</p> <p>6 how to handle that situation?</p> <p>7 MR. ROSSMAN: Objection. Argumentative</p> <p>8 and compound question. And also calls for a legal</p> <p>9 conclusion.</p> <p>10 MR. HERRING: No. I asked what training</p> <p>11 they provide to their employees and how to comply</p> <p>12 with the FDCPA.</p> <p>13 MR. ROSSMAN: The other part of the</p> <p>14 question was all legal conclusion about whether</p> <p>15 they'd be violating the FDCPA.</p> <p>16 MR. HERRING: You can -- hey, just state</p> <p>17 your objection and she can answer. All right.</p> <p>18 MR. ROSSMAN: You were asking me about my</p> <p>19 objection.</p> <p>20 MR. HERRING: No, no.</p> <p>21 Q. Go ahead and answer it.</p> <p>22 A. Can the court reporter read that back,</p> <p>23 please?</p> <p>24 (Record read.)</p> <p>25 MR. ROSSMAN: Same objections.</p> <p style="text-align: right;">Page 84</p>

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<p>1 Q. You can answer.</p> <p>2 A. The Spring Oaks Capital training trains</p> <p>3 employees on our interpretation and steps that we</p> <p>4 believe should be taken to adhere to the FDCPA.</p> <p>5 Q. Well, that's one part, yes. Do they do</p> <p>6 that?</p> <p>7 A. I'm sorry. Do they do what?</p> <p>8 Q. What you just said.</p> <p>9 A. Yes. That's my answer. That the training</p> <p>10 does outline for agents how to comply with the</p> <p>11 FDCPA.</p> <p>12 Q. All right. And does the training address</p> <p>13 any potential situation where adhering to the</p> <p>14 guidelines might cause employees to violate the</p> <p>15 FDCPA on how they should handle that?</p> <p>16 MR. ROSSMAN: Objection. Repetitive</p> <p>17 objection. Attorney-client privilege. Objection.</p> <p>18 Confusing.</p> <p>19 MR. HERRING: It's not attorney-client</p> <p>20 privilege. I asked what they train their employees</p> <p>21 on.</p> <p>22 Q. You can answer.</p> <p>23 MR. ROSSMAN: You're asking whether or not</p> <p>24 there's a violation of the law.</p> <p>25 Q. You can answer.</p> <p style="text-align: right;">Page 85</p>	<p>1 Q. Okay. Let's see. So this code XR, right</p> <p>2 here (indicating)?</p> <p>3 A. Correct.</p> <p>4 Q. Says removes most recently reported</p> <p>5 compliance condition code. Do not use XR as a</p> <p>6 default. If no compliance condition applies in the</p> <p>7 current reporting period, blank fill this field.</p> <p>8 Did I read that accurately?</p> <p>9 A. Yes, you did read that accurately.</p> <p>10 Q. And so when would that apply?</p> <p>11 A. If a consumer contacts us and says, you</p> <p>12 know what, changed my mind, I'm not disputing.</p> <p>13 Take the dispute off my account. We may use it in</p> <p>14 that instance or if we identify that perhaps</p> <p>15 someone logged a disputed error on an account, we</p> <p>16 would remove it using the XR code.</p> <p>17 Q. Okay. And then going back to the XH code.</p> <p>18 Account previously in dispute the data furnisher</p> <p>19 has completed its investigation. To be used for</p> <p>20 direct disputed under the FCRA, FDCPA, or FCBA.</p> <p>21 Did I read that correctly?</p> <p>22 A. Or FCBA disputes, yes.</p> <p>23 Q. Yes. Definition, reported when the</p> <p>24 investigation of a dispute by the data furnisher</p> <p>25 was completed. Did I read that correctly?</p> <p style="text-align: right;">Page 87</p>
<p>1 A. The training does teach that if someone</p> <p>2 has a question or they're confused about something</p> <p>3 that they're to escalate it.</p> <p>4 Q. Why does Spring Oaks credit report</p> <p>5 accounts?</p> <p>6 A. Spring Oaks Capital credit reports as part</p> <p>7 of the collection and credit lifecycle process.</p> <p>8 Q. Okay. Turning back to Exhibit 11, the XH</p> <p>9 code. Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. I think this is one of the other codes</p> <p>12 that you said that the Spring Oaks investigators</p> <p>13 can chose from; is that right?</p> <p>14 A. Correct.</p> <p>15 Q. And I think -- was the one an XC code?</p> <p>16 A. That's one of them, yes.</p> <p>17 Q. Okay. And those -- are those the only</p> <p>18 three codes in terms of addressing -- once an</p> <p>19 investigation of a dispute is completed?</p> <p>20 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>21 previous testimony.</p> <p>22 A. The codes I mentioned before, XH, XC, and</p> <p>23 XR.</p> <p>24 Q. XR?</p> <p>25 A. Yes. XR.</p> <p style="text-align: right;">Page 86</p>	<p>1 A. Yes, you read that correctly.</p> <p>2 Q. So how does this code take into account</p> <p>3 whether the language of the FDCPA, looking back at</p> <p>4 Exhibit 10, it's a violation for a failure to</p> <p>5 communicate that a debt is disputed?</p> <p>6 MR. ROSSMAN: Objection. Foundation.</p> <p>7 Objection. Confusing.</p> <p>8 Q. You can answer. I'm sorry. I switched</p> <p>9 pages on you. Which exhibit do you want to look</p> <p>10 At?</p> <p>11 A. Can you repeat the question?</p> <p>12 Q. How does this XH code that says account</p> <p>13 previously in dispute, the data furnisher has</p> <p>14 completed its investigation. How does that account</p> <p>15 for the requirement in E8 of the FDCPA that talks</p> <p>16 about it's failure to communicate -- I'm sorry.</p> <p>17 Including the failure to communicate that a</p> <p>18 disputed debt is disputed.</p> <p>19 MR. ROSSMAN: Counsel, you're engaging in</p> <p>20 a legal argument with my client here. She didn't</p> <p>21 write the CDIA manual. She didn't write the FDCPA.</p> <p>22 So I don't -- what -- are you asking for her</p> <p>23 opinion about --</p> <p>24 MR. HERRING: John, John, John, state your</p> <p>25 objection and then I'll continue with your client.</p> <p style="text-align: right;">Page 88</p>

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<p>1 MR. ROSSMAN: Objection. Foundation.</p> <p>2 Thank you.</p> <p>3 MR. HERRING: If you want to testify, we</p> <p>4 can swear you in and you can start testifying.</p> <p>5 MR. ROSSMAN: Go ahead, Stan.</p> <p>6 Q. All right. Go ahead. Do you understand</p> <p>7 my question?</p> <p>8 A. Not after all that. I'm sorry. I need</p> <p>9 you to go back.</p> <p>10 Q. John likes confusing us all. Well, let me</p> <p>11 ask you this: How does the -- how do the dispute</p> <p>12 agents know that the account is no longer in</p> <p>13 dispute?</p> <p>14 MR. ROSSMAN: Objection. Repetitive.</p> <p>15 Q. Do you understand that question?</p> <p>16 A. I'm thinking through it. You asked me how</p> <p>17 do the agents know the account is no longer in</p> <p>18 dispute. What the agents know is when they've</p> <p>19 completed their investigation.</p> <p>20 Q. Right. And so when they've completed</p> <p>21 their investigation, they use the XH code to say</p> <p>22 account previously in dispute, right?</p> <p>23 A. That's --</p> <p>24 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>25 previous testimony.</p> <p style="text-align: right;">Page 89</p>	<p>1 A. We would not know if they're no longer</p> <p>2 disputing the account.</p> <p>3 Q. Then why does Spring Oaks use the XH code</p> <p>4 that they know is going to reflect that the account</p> <p>5 was previously in dispute?</p> <p>6 A. The XH code is a dispute code that</p> <p>7 indicates that the data furnisher, Spring Oaks, has</p> <p>8 completed its investigation.</p> <p>9 Q. And Spring Oaks knows that it also says</p> <p>10 account previously in dispute, right?</p> <p>11 A. Knows that what, the CDIA manual says the</p> <p>12 account previously in dispute, is that what you're</p> <p>13 asking me?</p> <p>14 Q. No. That when they use the XH code it's</p> <p>15 going to go to -- the sole purpose of the XH code</p> <p>16 is to tell the credit bureaus how to report the</p> <p>17 account, right?</p> <p>18 A. Correct.</p> <p>19 Q. And they know that it's not just going to</p> <p>20 say data furnisher has completed its investigation.</p> <p>21 Spring Oaks knows that it's also going to say</p> <p>22 account previous in dispute, past tense, right?</p> <p>23 A. Not necessarily.</p> <p>24 Q. Not with the XH code?</p> <p>25 A. They don't -- the agents are not trained,</p> <p style="text-align: right;">Page 91</p>
<p>1 Q. When they complete their investigation,</p> <p>2 they're instructed by the job aids to mark the</p> <p>3 account as XH, correct?</p> <p>4 A. Correct. When they complete their</p> <p>5 investigation, yes.</p> <p>6 Q. And they understand that that means what</p> <p>7 it says in this description, account previously in</p> <p>8 dispute, the data furnisher has completed its</p> <p>9 investigation, correct?</p> <p>10 A. They understand that it means that the --</p> <p>11 that the -- that they've completed their part of</p> <p>12 the process and the investigation.</p> <p>13 Q. So how does Spring Oaks know that the</p> <p>14 consumer no longer disputes the account?</p> <p>15 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>16 previous testimony.</p> <p>17 Q. Do you understand my question?</p> <p>18 A. Yes. In some instances the consumer may</p> <p>19 tell us that they are no longer disputing the</p> <p>20 account.</p> <p>21 Q. Okay. And if the consumer does not tell</p> <p>22 you that, how would they know?</p> <p>23 A. If the consumer does not tell us that</p> <p>24 they're no longer disputing the account?</p> <p>25 Q. Right.</p> <p style="text-align: right;">Page 90</p>	<p>1 you know, what's going to be reported to the</p> <p>2 bureau. They're trained on the XH code, means that</p> <p>3 they've completed their investigation.</p> <p>4 Q. Okay. I didn't ask you what the agents</p> <p>5 know. I asked you what Spring Oaks knows. And</p> <p>6 you're testifying here as Spring Oaks, right?</p> <p>7 MR. ROSSMAN: Objection. Argumentative.</p> <p>8 A. I actually thought you did ask me about</p> <p>9 the agents. I'm sorry.</p> <p>10 Q. Well, if I did, I apologize. I meant to</p> <p>11 ask you what Spring Oaks knows.</p> <p>12 A. Spring Oaks reports a code, XH.</p> <p>13 Q. Right. And Spring Oaks knows that that</p> <p>14 code translates into account previously in dispute,</p> <p>15 the data furnisher has completed its investigation,</p> <p>16 correct?</p> <p>17 A. That's how it's defined in the compliance</p> <p>18 condition code.</p> <p>19 Q. Correct. And Spring Oaks knows that</p> <p>20 that's how it's defined, right?</p> <p>21 A. Yes.</p> <p>22 Q. And Spring Oaks does this, uses this code,</p> <p>23 whether it knows or not if the consumer still</p> <p>24 disputes the account, right?</p> <p>25 A. Can you say that again? I don't</p> <p style="text-align: right;">Page 92</p>

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<p>1 understand.</p> <p>2 Q. Spring Oaks uses this code, account --</p> <p>3 that results in reporting of account previously in</p> <p>4 dispute. It uses that code whether it knows or not</p> <p>5 if the consumer is still disputing the account?</p> <p>6 A. I don't think that's accurate.</p> <p>7 Q. When Spring Oaks finishes its</p> <p>8 investigation and sends the compliance code or uses</p> <p>9 the compliance code, does it do that immediately at</p> <p>10 the end of the investigation or does it wait a</p> <p>11 period of time before doing that?</p> <p>12 MR. ROSSMAN: Objection. Repetitive.</p> <p>13 A. As I testified earlier, the code may go on</p> <p>14 the account. The reporting is done weekly.</p> <p>15 Q. But I guess what I'm asking is, we didn't</p> <p>16 talk about exactly when. I mean, they finish the</p> <p>17 investigation, and they do the coding. I know it</p> <p>18 may take a week to upload, but do they wait a month</p> <p>19 before they do the coding or do they do it as part</p> <p>20 of the end of the investigation right then?</p> <p>21 A. They do it as part of their procedures to</p> <p>22 conclude -- to basically conclude the</p> <p>23 investigation. If they've completed their</p> <p>24 investigation, they mark the account as the XH.</p> <p>25 Q. And they -- the employees in this case, in</p> <p style="text-align: right;">Page 93</p>	<p>1 least two or more, maybe three.</p> <p>2 MR. ROSSMAN: Yeah. So we probably should</p> <p>3 take a lunch break just to -- we don't want to --</p> <p>4 like you said, this isn't an endurance contest.</p> <p>5 Should we break now until 12:30, for instance?</p> <p>6 12:30 central time. So it's nearly an hour break</p> <p>7 or half hour. What -- Catherine, I'll defer to you</p> <p>8 since you're the witness here and you're doing most</p> <p>9 of the work. What would be a reasonable period of</p> <p>10 time for you to take a break to eat lunch?</p> <p>11 THE WITNESS: I'm good with 45 minutes.</p> <p>12 And I do want to mention that I have a hard stop at</p> <p>13 4:00 o'clock for daycare pickup.</p> <p>14 MR. HERRING: Okay. That's 4:00 o'clock</p> <p>15 central time?</p> <p>16 THE WITNESS: 4:00 eastern time.</p> <p>17 MR. HERRING: Okay.</p> <p>18 MR. ROSSMAN: Good. So let's take a break</p> <p>19 now until 12:30 central time, and we'll start at</p> <p>20 12:30 central time to continue the deposition then.</p> <p>21 MR. HERRING: No, no, no, no. Whoa, whoa.</p> <p>22 I think we said 45 minutes. Well, so it's 11:35</p> <p>23 central. What about coming back at -- since you</p> <p>24 have to leave at 3:00, which would be 2:00 -- I'm</p> <p>25 sorry. You said 4:00, which would be 3:00 our</p> <p style="text-align: right;">Page 95</p>
<p>1 the Robinson case, used the XH code. They didn't</p> <p>2 do that by accident, did they?</p> <p>3 A. No.</p> <p>4 Q. They did that intentionally as a part of</p> <p>5 their training, right?</p> <p>6 A. The XH code is, I mean, that is a step</p> <p>7 that's outlined in the job aid.</p> <p>8 Q. So it wasn't a mistake or an error to do</p> <p>9 that, right?</p> <p>10 A. Correct.</p> <p>11 MR. ROSSMAN: Stan, whenever you're ready,</p> <p>12 I do want to take like a five-minute break. But</p> <p>13 you're in the middle of questions, so whenever</p> <p>14 you're at a natural breaking point.</p> <p>15 MR. HERRING: I was actually getting ready</p> <p>16 to transition. And I guess -- you know, I can take</p> <p>17 a break. Ms. Calko, you know, I've got a bit more</p> <p>18 to do. I don't know what you want to do in terms</p> <p>19 of eating or taking a lunch break or if you just</p> <p>20 want to take a short break and keep going. I'll</p> <p>21 leave it completely up to you.</p> <p>22 MR. ROSSMAN: Stan, how many more hours do</p> <p>23 you think you have?</p> <p>24 MR. HERRING: About five. I'm kidding. I</p> <p>25 don't think I have five more, but at least -- at</p> <p style="text-align: right;">Page 94</p>	<p>1 time. That should be enough time. I think you had</p> <p>2 said 12:15? Catherine is that right?</p> <p>3 THE WITNESS: I did not say 12:15, but --</p> <p>4 MR. HERRING: Okay. I'm sorry.</p> <p>5 THE WITNESS: I'm saying if we -- let's</p> <p>6 see. If it's -- we take 45 minutes roughly, it's</p> <p>7 1:30 my time, 12:30 your guys time to come back.</p> <p>8 MR. HERRING: Okay. Yeah. That'll be</p> <p>9 good. That'll be good.</p> <p>10 THE WITNESS: Okay.</p> <p>11 MR. HERRING: All right. We'll see</p> <p>12 everybody in about 45 minutes.</p> <p>13 MR. ROSSMAN: Thank you.</p> <p>14 THE WITNESS: Thank you.</p> <p>15 MS. LOCKHART: All right. Thank you.</p> <p>16 (A recess was taken.)</p> <p>17 THE VIDEOGRAPHER: The time is 12:32 p.m.</p> <p>18 We are back on the record.</p> <p>19 Q. Okay. Ms. Calko, during the lunch break</p> <p>20 we just took, did you discuss this matter with</p> <p>21 anybody?</p> <p>22 A. No.</p> <p>23 Q. Did you talk with Mr. Rossman during the</p> <p>24 lunch break?</p> <p>25 A. No.</p> <p style="text-align: right;">Page 96</p>

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<p>1 Q. Okay. And you didn't talk with anybody at</p> <p>2 Spring Oaks?</p> <p>3 A. I talked to Mr. Blady just to say, how are</p> <p>4 you doing? All right. Let's, you know, head back</p> <p>5 out there. Take a break. I think he said, go get</p> <p>6 some lunch and we jumped back -- we'll jump back at</p> <p>7 about 1:30.</p> <p>8 Q. Got you. Did y'all discuss --</p> <p>9 A. Well, and I talked to my husband about</p> <p>10 picking the dog up from the vet.</p> <p>11 Q. Did you and Mr. Blady discuss the case or</p> <p>12 your testimony at all?</p> <p>13 A. No.</p> <p>14 Q. All right.</p> <p>15 A. I do need just one moment. I want to make</p> <p>16 sure I have everything off of my screen, my</p> <p>17 communicator. I was checking in with my team. I</p> <p>18 just want to make sure everything is completely</p> <p>19 signed out.</p> <p>20 Q. Let me know when you're ready.</p> <p>21 A. I will. Okay. I think I got it.</p> <p>22 Q. Okay. I want to turn to --</p> <p>23 MR. HERRING: Well, before I do that, can</p> <p>24 the court reporter read back the last question and</p> <p>25 answer for me?</p> <p style="text-align: right;">Page 97</p>	<p>1 that would include, say, like an opening page that</p> <p>2 would have background information, you know, the</p> <p>3 amount owed, and if there are any flags, that kind</p> <p>4 of thing. Is there a page that was not provided to</p> <p>5 us that would have that kind of information?</p> <p>6 A. There is a screenshot of the system that</p> <p>7 has like name and address and balance, yes.</p> <p>8 Q. And to your knowledge we haven't been</p> <p>9 given that?</p> <p>10 A. Correct.</p> <p>11 Q. Okay. Looking at the account notes and --</p> <p>12 let's see. So this is Bates SOC Robinson 0024, so</p> <p>13 these were provided to us by Spring Oaks. Is that</p> <p>14 your understanding?</p> <p>15 A. Yes.</p> <p>16 Q. And so it looks like the account was</p> <p>17 received by Spring Oaks on March 26th, 2022. Am I</p> <p>18 reading that right?</p> <p>19 A. Yes.</p> <p>20 Q. And so look up here. This looks like the</p> <p>21 address -- an address for Mr. Robinson for this</p> <p>22 account. Is that what that is?</p> <p>23 A. Correct.</p> <p>24 Q. And then above that on 3/27 where I've</p> <p>25 highlighted it says, flag TransUnion lawsuit</p> <p style="text-align: right;">Page 99</p>
<p>1 (Record read.)</p> <p>2 Q. So I want to share my screen. I want to</p> <p>3 look at the account notes that are marked as</p> <p>4 Exhibit 4 to your deposition.</p> <p>5 (Plaintiff's Exhibit 4 was marked for</p> <p>6 identification.)</p> <p>7 Q. Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. Let's see. Can you see these very</p> <p>10 well or are they too small?</p> <p>11 A. I think they're okay.</p> <p>12 Q. Is that better?</p> <p>13 A. That's fine, yes.</p> <p>14 Q. Okay. So I've called these account notes.</p> <p>15 Will you describe for the record from Spring Oaks'</p> <p>16 perspective exactly what Exhibit 4 is?</p> <p>17 A. Exhibit 4, it is a printout of the account</p> <p>18 notes from the Spring Oaks Capital system of</p> <p>19 record.</p> <p>20 Q. And does this represent all the actions</p> <p>21 and documentation entered in the account notes for</p> <p>22 this account?</p> <p>23 A. Yes, it does.</p> <p>24 Q. And so a lot of times when we get account</p> <p>25 notes like this we'll get some separate documents</p> <p style="text-align: right;">Page 98</p>	<p>1 history, send, removed. And below that it has</p> <p>2 added. Can you explain to me what that is?</p> <p>3 A. Yes. Those are flags that are placed on</p> <p>4 the account to send the account out to do a scrub</p> <p>5 for lawsuit history. And when the results are</p> <p>6 returned the flag is removed. So you see added and</p> <p>7 removed.</p> <p>8 Q. So what -- why does Spring Oaks do that?</p> <p>9 I mean, why do they send out for lawsuit history</p> <p>10 from TransUnion?</p> <p>11 A. To identify if the consumer has a history</p> <p>12 of lawsuits.</p> <p>13 Q. Okay. And why does that matter to Spring</p> <p>14 Oaks?</p> <p>15 A. That may indicate additional risks with</p> <p>16 that particular account and may warrant different</p> <p>17 treatment.</p> <p>18 Q. Okay. Let me go back up to the first page</p> <p>19 just so I can make sure I understand what all these</p> <p>20 columns are. Okay. So looking across the top, the</p> <p>21 create date, that's seems pretty self explanatory.</p> <p>22 Whatever action or input is noted here, that's the</p> <p>23 date that that was done. Is that accurate?</p> <p>24 A. Correct. Well, it's the date that the</p> <p>25 note was loaded to the account.</p> <p style="text-align: right;">Page 100</p>

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<p>1 Q. Okay. And --</p> <p>2 A. And in many instances it will be the date</p> <p>3 stamp action when an action was taken.</p> <p>4 Q. Got you. And sometimes it may be a note</p> <p>5 for something that's going to happen or something</p> <p>6 like that. Is that accurate?</p> <p>7 A. Something that's going to happen --</p> <p>8 Q. Like maybe something with today's date may</p> <p>9 say send letter on tomorrow's date or something?</p> <p>10 A. Yes.</p> <p>11 Q. And then the time -- the column across the</p> <p>12 top, that's 8:10. So is that 8:10 a.m.?</p> <p>13 A. Yes.</p> <p>14 Q. And what -- is that eastern time or</p> <p>15 central?</p> <p>16 A. Eastern time zone.</p> <p>17 Q. Okay. And then the note in the next</p> <p>18 column, that's the actual note of what's being</p> <p>19 documented in the account notes, correct?</p> <p>20 A. Correct. Or the action taken so when you</p> <p>21 see ccalko viewed the account, I opened the account</p> <p>22 in the system of record.</p> <p>23 Q. Okay. And username that indicates who</p> <p>24 documented that note or took what action; is that</p> <p>25 right?</p> <p style="text-align: right;">Page 101</p>	<p>1 bottom on 3/31 it says initial -- or letter --</p> <p>2 initial letter scheduled to be sent 3/31/22. Do</p> <p>3 you see that?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And that's a -- was an initial</p> <p>6 letter that y'all sent to the consumer in this</p> <p>7 case; is that right?</p> <p>8 A. Correct.</p> <p>9 Q. Okay. And do y'all still have a copy of</p> <p>10 that?</p> <p>11 A. Yes.</p> <p>12 MR. HERRING: Okay. I don't recall seeing</p> <p>13 that in -- produced in discovery. John, is that</p> <p>14 something y'all withheld?</p> <p>15 MR. ROSSMAN: We produced that.</p> <p>16 MR. HERRING: Okay.</p> <p>17 MR. ROSSMAN: We used it in -- your</p> <p>18 cocounsel can testify. We used it during</p> <p>19 Mr. Robinson's deposition as well so it's an</p> <p>20 exhibit there as well.</p> <p>21 MR. HERRING: Okay. I may have missed</p> <p>22 that one.</p> <p>23 Q. So then again on 4/3 y'all are doing a</p> <p>24 lawsuit search with TransUnion; is that correct?</p> <p>25 A. Correct.</p> <p style="text-align: right;">Page 103</p>
<p>1 A. Correct.</p> <p>2 Q. Okay. Where it says job, what does that</p> <p>3 mean?</p> <p>4 A. There may be systemic actions that are</p> <p>5 programed that result in, you know, a human didn't</p> <p>6 initiate it. For that instance, it was a process</p> <p>7 set up that's automatic and it's documenting in the</p> <p>8 automatic processes.</p> <p>9 Q. Okay. Then type, what is that?</p> <p>10 A. That's a general description of what type</p> <p>11 of action was taken.</p> <p>12 Q. And agency number?</p> <p>13 A. I believe that's the -- our internal</p> <p>14 reference number.</p> <p>15 Q. So is that the reference number for the</p> <p>16 account or for what?</p> <p>17 A. Yes. The account.</p> <p>18 Q. Okay. And job ID?</p> <p>19 A. If it's tied to one of the systemic</p> <p>20 processes, those jobs or processes have IDs and</p> <p>21 maybe sub IDs of the job tasks and then there may</p> <p>22 be additional systemic actions within the system</p> <p>23 that are also linked to that particular job, and</p> <p>24 that's where you see the action path ID.</p> <p>25 Q. Okay. Thank you. So looking at the</p> <p style="text-align: right;">Page 102</p>	<p>1 Q. And that's something that just</p> <p>2 automatically runs like once a week, once every few</p> <p>3 weeks?</p> <p>4 A. It's periodic and I think maybe the</p> <p>5 frequency has changed over time. I'd have to</p> <p>6 double check, but periodically that scrub is run.</p> <p>7 Q. Okay. And then on 4/5 you see where it</p> <p>8 says -- let me get rid of that. 256-612-1392</p> <p>9 outbound unknown mobile. Do you see that entry?</p> <p>10 A. Yes.</p> <p>11 Q. Is that an autodial call or is that a</p> <p>12 manual call?</p> <p>13 MR. ROSSMAN: Objection. Calls for a</p> <p>14 legal conclusion.</p> <p>15 Q. Did a human being make that phone call?</p> <p>16 A. A human being initiated the phone call,</p> <p>17 yes.</p> <p>18 Q. Yeah. Okay. But it was -- an auto dialer</p> <p>19 was used?</p> <p>20 MR. ROSSMAN: Objection. Calls for a</p> <p>21 legal conclusion.</p> <p>22 Q. If you know. I understand you're trying</p> <p>23 to avoid TCPA liability, but --</p> <p>24 A. I don't -- I mean, I don't know how -- I</p> <p>25 wouldn't classify if as an autodialer.</p> <p style="text-align: right;">Page 104</p>

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<p>1 Q. Did a human being pick a phone up and push</p> <p>2 in digits to make a call?</p> <p>3 A. A human being pushed a digit to make the</p> <p>4 call, not all of the digits in the phone number.</p> <p>5 Yes.</p> <p>6 Q. Like pushed a button on a screen and it</p> <p>7 made a call?</p> <p>8 A. Correct.</p> <p>9 Q. All right. Do you see the entry on</p> <p>10 5/13/22 that reported to credit bureaus?</p> <p>11 A. Yes.</p> <p>12 Q. I believe that's the first time y'all</p> <p>13 credit reported. How would that credit reporting</p> <p>14 have been done? I mean, what's the process for</p> <p>15 that?</p> <p>16 A. A report is created within the system of</p> <p>17 record and then that record is systemically sent to</p> <p>18 TransUnion.</p> <p>19 Q. Okay. And I think that's -- you said</p> <p>20 that's done -- once you start reporting, it's done</p> <p>21 once a week?</p> <p>22 A. Weekly, yes.</p> <p>23 Q. Weekly. Okay. And how many accounts does</p> <p>24 Spring Oaks credit report on in -- how many did</p> <p>25 they in 2002?</p> <p style="text-align: right;">Page 105</p>	<p>1 approximately 500,000.</p> <p>2 Q. Okay. And that's week in and week out</p> <p>3 during that time frame?</p> <p>4 A. What do you mean by week in and week out?</p> <p>5 Q. I mean, they just -- they consistently</p> <p>6 reported on at least half a million people during</p> <p>7 the course of that year?</p> <p>8 A. The number fluctuates I think, so I don't</p> <p>9 know for certain the number. But we report weekly,</p> <p>10 and it was approximately 500,000 or some number</p> <p>11 over that.</p> <p>12 Q. Okay. Does Spring Oaks have the ability</p> <p>13 to go back to May 13th, 2022, and identify or</p> <p>14 access the information it credit reported on this</p> <p>15 account to the credit bureaus?</p> <p>16 A. I believe so.</p> <p>17 Q. Okay. Is that -- is that a difficult</p> <p>18 process or is it extremely involved or do you know?</p> <p>19 A. I don't know.</p> <p>20 Q. Do you know who would know that?</p> <p>21 A. Yes.</p> <p>22 Q. Who is that?</p> <p>23 A. Someone in our business ops team can look</p> <p>24 at the reporting.</p> <p>25 Q. And so if they can do that in May, then</p> <p style="text-align: right;">Page 107</p>
<p>1 MR. ROSSMAN: Objection. Foundation. Did</p> <p>2 you say 2002?</p> <p>3 Q. I'm sorry. 2022.</p> <p>4 MR. ROSSMAN: Thank you. Same objection.</p> <p>5 A. I don't know.</p> <p>6 Q. Is it more than a thousand?</p> <p>7 A. Yes.</p> <p>8 Q. More than 10,000?</p> <p>9 A. In 2022, yes.</p> <p>10 Q. More than 20,000?</p> <p>11 A. Yes.</p> <p>12 Q. More than 50,000?</p> <p>13 A. Yes.</p> <p>14 Q. More than 100,000?</p> <p>15 A. Yes.</p> <p>16 Q. More than half a million?</p> <p>17 A. Yes.</p> <p>18 Q. More than a million?</p> <p>19 A. I don't know.</p> <p>20 Q. More than 750,000?</p> <p>21 A. I don't know.</p> <p>22 Q. Okay. So at least 500,000, but more --</p> <p>23 between there and a million somewhere. Is that</p> <p>24 accurate?</p> <p>25 A. I just don't know beyond, you know,</p> <p style="text-align: right;">Page 106</p>	<p>1 there's another one there on June 3rd, they could</p> <p>2 access each one of those and see what, if anything,</p> <p>3 was updated to the credit bureaus for this account.</p> <p>4 Is that accurate?</p> <p>5 A. Correct.</p> <p>6 Q. So a lot of entities like y'all update</p> <p>7 monthly. Is there a reason that y'all update</p> <p>8 weekly?</p> <p>9 A. Just an internal decision to reflect the</p> <p>10 activity on the account on a more frequent basis.</p> <p>11 Q. Can you tell from these -- well, let me</p> <p>12 back up a little bit. On 8/19/2022, it looks like</p> <p>13 there was a message left?</p> <p>14 A. That is a text message.</p> <p>15 Q. Okay. I see to the right it says text</p> <p>16 message. Got you. Do you know if y'all ever</p> <p>17 actually spoke to Mr. Robinson?</p> <p>18 A. From my review of the documentation, I do</p> <p>19 not believe that we did.</p> <p>20 Q. Okay. Turning to the page Bates SOC 019.</p> <p>21 At the top, on 10/3, do you see that part I've</p> <p>22 highlighted?</p> <p>23 A. Yes, I do.</p> <p>24 Q. And so on 10/3/2022 at 12:49, will you</p> <p>25 read that file entry for me?</p> <p style="text-align: right;">Page 108</p>

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<p>1 A. Dispute, written dispute, written, filed</p> <p>2 on \$675.09 with reason, written dispute, customer</p> <p>3 does not recognize account, written dispute, loaded</p> <p>4 document to file.</p> <p>5 Q. Okay. So why does it say written dispute</p> <p>6 so many times?</p> <p>7 A. It's actually showing the entries of the</p> <p>8 notes and then where it says dispute, that is as we</p> <p>9 were discussing earlier, the notation from the</p> <p>10 dispute form. So we put it in the notes and then</p> <p>11 we also put it in the dispute form which translates</p> <p>12 -- creates an entry in the notes.</p> <p>13 Q. Okay. So the entry at the -- the second</p> <p>14 entry from the top where it says dot, dot, dot,</p> <p>15 written dispute, loaded document to file. Is that</p> <p>16 a handwritten -- or a typewritten note?</p> <p>17 A. Correct, yes.</p> <p>18 Q. And ndavis. Do you know who ndavis is?</p> <p>19 A. Yes, I do.</p> <p>20 Q. Why does it say deleted next to her name?</p> <p>21 A. She's no --</p> <p>22 Q. Or him.</p> <p>23 A. Pardon?</p> <p>24 Q. I didn't know if it was a him or her. I'm</p> <p>25 sorry.</p> <p style="text-align: right;">Page 109</p>	<p>1 A. This is a letter that was received by</p> <p>2 Spring Oaks Capital dated stamped October 3rd,</p> <p>3 2022, dated September 27th, 2022 noting that it was</p> <p>4 sent by certified mail outlining basically that the</p> <p>5 person who signed the document is disputing --</p> <p>6 disputing this debt and it has Christopher</p> <p>7 Robinson's name at the bottom.</p> <p>8 Q. Are the employees that do this intake,</p> <p>9 they're trained on how to document the file I guess</p> <p>10 to correctly and accurately describe the dispute.</p> <p>11 Is that fair?</p> <p>12 A. Yes.</p> <p>13 Q. And they're trained that it's important to</p> <p>14 correctly and accurately describe the dispute; is</p> <p>15 that right?</p> <p>16 A. Yes.</p> <p>17 Q. And why is that important?</p> <p>18 A. It's important to maintain our records.</p> <p>19 I'll leave it at all.</p> <p>20 Q. Is it important for other employees who</p> <p>21 are looking at the file to be able to understand</p> <p>22 the nature of the dispute?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. At the top it looks like there was</p> <p>25 a stamp applied and it has certain categories and</p> <p style="text-align: right;">Page 111</p>
<p>1 A. She's no longer employed --</p> <p>2 Q. Okay.</p> <p>3 A. -- at Spring Oaks.</p> <p>4 Q. Okay. And then is the part in all caps,</p> <p>5 is that the part that the system puts in?</p> <p>6 A. That's the system drop down that I was</p> <p>7 referencing earlier, written dispute.</p> <p>8 Q. Okay. And then it says filed on \$675.09</p> <p>9 with reason, dot, dot, dot. Was there more typed</p> <p>10 in there and the dot, dot, dot just shortens it for</p> <p>11 space or --</p> <p>12 A. No. That is the actual notation that the</p> <p>13 inbound correspondence team uses to call attention</p> <p>14 to this type of entry. It's really just calling</p> <p>15 attention to the entry with the dots. There's</p> <p>16 nothing that's excluded.</p> <p>17 Q. Okay. Then it says customer does not</p> <p>18 recognize account. Do you see that?</p> <p>19 A. Yes, I do.</p> <p>20 Q. So looking at Exhibit 2 to your</p> <p>21 deposition, do you recognize this document?</p> <p>22 (Plaintiff's Exhibit 2 was marked for</p> <p>23 identification.)</p> <p>24 A. Yes, I do.</p> <p>25 Q. And what is it?</p> <p style="text-align: right;">Page 110</p>	<p>1 then it has some handwritten notes. Do you see</p> <p>2 that?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. The first one says CND. What does</p> <p>5 that stand for?</p> <p>6 A. Cease and desist.</p> <p>7 Q. Okay. And then what's the note that's</p> <p>8 written on there?</p> <p>9 A. It's the first initial and last name of</p> <p>10 the person that logged the correspondence. It says</p> <p>11 text and e-mail.</p> <p>12 Q. Okay. And I guess that is because down</p> <p>13 here Mr. Robinson said if you want to communicate</p> <p>14 with me, there are two convenient ways, text and</p> <p>15 e-mail, right?</p> <p>16 A. Correct.</p> <p>17 Q. Is there a place -- in the next paragraph</p> <p>18 he goes on to say, the only convenient times to</p> <p>19 communicate with me by text or e-mail are Monday to</p> <p>20 Friday 1:00 to 4:00 p.m. How would that be</p> <p>21 documented in the notes?</p> <p>22 A. It would have to be typed into the notes.</p> <p>23 Q. Okay. There's no place on this form to</p> <p>24 document that; is that correct?</p> <p>25 A. That's correct.</p> <p style="text-align: right;">Page 112</p>

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<p>1 Q. Does Spring Oaks train its employees that</p> <p>2 it's important to document the dates and times or</p> <p>3 the days and times when they can communicate with</p> <p>4 the consumer?</p> <p>5 A. Yes.</p> <p>6 Q. Do you know if that was documented in</p> <p>7 Spring Oaks' notes?</p> <p>8 A. I believe in this instance it was -- the</p> <p>9 account was documented to not have any more phone</p> <p>10 calls or mail and to document that he wanted --</p> <p>11 Mr. Robinson was requesting text and e-mails only.</p> <p>12 Q. And did the notes, based on your review,</p> <p>13 document the days and time when Mr. Robinson said</p> <p>14 that he could be texted or e-mailed?</p> <p>15 A. I do not believe so.</p> <p>16 Q. And does Spring Oaks believe it's</p> <p>17 important to honor a consumer's request to only be</p> <p>18 contacted during certain days and at certain times?</p> <p>19 A. Yes.</p> <p>20 Q. Does Spring Oaks train its employees that</p> <p>21 if they contact the consumers at other days and</p> <p>22 times that aren't convenient that that could be a</p> <p>23 violation of the FDCPA?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. So do you have a copy of the</p> <p style="text-align: right;">Page 113</p>	<p>1 communicated with, would that be in these notes?</p> <p>2 A. Yes.</p> <p>3 Q. And would they also -- if that was</p> <p>4 entered, would there also be like a kind of an</p> <p>5 account home page or whatever where a collector or</p> <p>6 an employee could look and see what flags were on</p> <p>7 the case or would they just have to go to the notes</p> <p>8 and look?</p> <p>9 A. No. There's a section to show the flags.</p> <p>10 Q. Okay. What's that called?</p> <p>11 A. I don't recall the section of the system,</p> <p>12 the name of it.</p> <p>13 Q. Okay. And you didn't see that in the</p> <p>14 production, did you?</p> <p>15 A. No.</p> <p>16 Q. And the section that shows the flags, does</p> <p>17 it keep a history of what flags are in place and</p> <p>18 when or is it just whatever is going on at that</p> <p>19 moment is what it shows?</p> <p>20 A. It's whatever is going on the moment in</p> <p>21 time, current status.</p> <p>22 Q. Okay. Looking on 10/3, this line right</p> <p>23 here (indicating). It says, form inbound written</p> <p>24 correspondence added. What does that mean?</p> <p>25 A. Yes. That means that there's an -- if you</p> <p style="text-align: right;">Page 115</p>
<p>1 Exhibit 4 pulled up in front of you?</p> <p>2 A. No. Let me see. Okay. I have it.</p> <p>3 Q. Will you find in there where it was</p> <p>4 documented to only communicate with Mr. Robinson by</p> <p>5 text or e-mail?</p> <p>6 A. Yes. If you go to --</p> <p>7 MR. ROSSMAN: Stan, could you put that</p> <p>8 Exhibit on the screen, please, Exhibit 4?</p> <p>9 A. This is Exhibit 4. We just need to go up</p> <p>10 in the page right around October 3rd, 2022.</p> <p>11 MR. ROSSMAN: I see, I see. Okay. Yes.</p> <p>12 Thank you. Sorry.</p> <p>13 A. And then scroll down a little bit. Back</p> <p>14 up.</p> <p>15 Q. It flips me over to the next page.</p> <p>16 A. Yeah. It's at the very bottom.</p> <p>17 Q. All right.</p> <p>18 A. Do not mail. Change from false to true.</p> <p>19 Do not call. Change from false to true.</p> <p>20 Q. Does it say in text or e-mail?</p> <p>21 A. The flag -- the flags on those categories</p> <p>22 were not changed. So it doesn't have an entry</p> <p>23 there related to text or e-mail.</p> <p>24 Q. And if there was going to be an entry as</p> <p>25 to days and times that the consumer can be</p> <p style="text-align: right;">Page 114</p>	<p>1 scroll back down to the other page that you had</p> <p>2 highlighted before. Actually sorry. Go back up.</p> <p>3 It's basically a section within the system to log</p> <p>4 that we logged, you know, some type of inbound</p> <p>5 correspondence from the consumer.</p> <p>6 Q. So how is that -- what does that entry do</p> <p>7 different than the entry on the previous page where</p> <p>8 they documented written correspondence or written</p> <p>9 dispute?</p> <p>10 A. The dispute is specifically for logging</p> <p>11 disputes and identifying accounts as being</p> <p>12 disputed. The inbound correspondence tab is filled</p> <p>13 out, you know, essentially for all types of</p> <p>14 correspondence. Whether that's attorney</p> <p>15 representation, notice of bankruptcy, a request, I</p> <p>16 want to settle my account, that form is just used</p> <p>17 to log and track inbound correspondence.</p> <p>18 Q. Okay. And then so the line says above,</p> <p>19 disputed changed from false to true. Tell me what</p> <p>20 that means.</p> <p>21 A. It means that the agent filled out the</p> <p>22 dispute form and the account was now identified and</p> <p>23 coded as disputed.</p> <p>24 Q. And would that result in the XB code being</p> <p>25 sent to the credit bureau the next time the credit</p> <p style="text-align: right;">Page 116</p>

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<p>1 report was updated?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. So all this happens on 10/3. It</p> <p>4 looks like on 10/7, is that the next -- that</p> <p>5 appears to be next time the credit report was</p> <p>6 updated?</p> <p>7 A. Yes.</p> <p>8 Q. And so if we were able to pull the credit</p> <p>9 report on 10/8, it should show that the account is</p> <p>10 disputed; is that right?</p> <p>11 MR. ROSSMAN: Objection. Foundation.</p> <p>12 A. The report was sent and created. I don't</p> <p>13 know how quickly TransUnion would update the code.</p> <p>14 Q. Okay. Well, so it was updated again on</p> <p>15 10/14, 10/21, 10/25, and 10/28. So you would</p> <p>16 figure at least by then it would be updated or do</p> <p>17 you just not know?</p> <p>18 A. All I'm saying is that if we reported the</p> <p>19 code to TransUnion on 10/7, I don't know what exact</p> <p>20 date TransUnion put the code on Mr. Robinson's</p> <p>21 credit file.</p> <p>22 Q. Okay. So going back to the previous page,</p> <p>23 you see where it says consumer does not recognize</p> <p>24 account?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 117</p>	<p>1 the account notes was that, what I just read,</p> <p>2 documented in the account notes anywhere?</p> <p>3 A. Those specific words were not documented,</p> <p>4 but the document itself was loaded to the account.</p> <p>5 Q. Do you know why that was not documented?</p> <p>6 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>7 previous testimony.</p> <p>8 Q. Do you know why?</p> <p>9 A. The documentation is -- to log a dispute</p> <p>10 is to be shorthand. It's not to copy and paste</p> <p>11 essentially the entire dispute from the</p> <p>12 correspondence. This document labeled as Exhibit 2</p> <p>13 is loaded to the account in a section called</p> <p>14 documents where it is stored and the work</p> <p>15 instructions for both the inbound correspondence</p> <p>16 agents and the dispute agents, you know, to read</p> <p>17 the document in its entirety. So those shorthand</p> <p>18 notes are not meant to be an entire copy and paste,</p> <p>19 if you will, of the full letter or full</p> <p>20 correspondence.</p> <p>21 Q. Is it important as a part of the policy</p> <p>22 and procedures for Spring Oaks employees when they</p> <p>23 document in shorthand in the account notes to</p> <p>24 document whether the request is a validation or</p> <p>25 verification or whether the dispute is just a</p> <p style="text-align: right;">Page 119</p>
<p>1 Q. Okay. Looking back at Exhibit 2, can you</p> <p>2 show me what was stated in here that would result</p> <p>3 in that note being put in the account notes?</p> <p>4 A. I don't see those words, I do not</p> <p>5 recognize this account. That was the agent's</p> <p>6 interpretation is, you know, what I can say about</p> <p>7 that. It looks like that was her interpretation of</p> <p>8 what she read.</p> <p>9 Q. Are the agents trained or does the job aid</p> <p>10 information provide them with certain ways they're</p> <p>11 supposed to document a dispute like certain words</p> <p>12 to use?</p> <p>13 A. Yes.</p> <p>14 Q. And is one of those does not recognize the</p> <p>15 account?</p> <p>16 A. I believe so. But there's probably</p> <p>17 multiple other phrases that are, you know, offered</p> <p>18 as suggestion based on what the agent has read.</p> <p>19 Q. Okay. And Exhibit 2 goes on after it says</p> <p>20 I'm disputing this debt and all others you claim I</p> <p>21 have. Please note I do not want you to send me any</p> <p>22 information. I simply want you to know that I</p> <p>23 dispute any debts. This is not a request for</p> <p>24 validation or verification. I am not interested in</p> <p>25 you sending me any documentation. So looking at</p> <p style="text-align: right;">Page 118</p>	<p>1 dispute or is a request of validation and</p> <p>2 verification?</p> <p>3 A. The agent who logs the inbound</p> <p>4 correspondence does not have to get into that</p> <p>5 detail. The team that investigates disputes will</p> <p>6 need to read the entire document to understand what</p> <p>7 the consumer is requesting, disputing, you know,</p> <p>8 whatever the case may be in a particular piece of</p> <p>9 correspondence.</p> <p>10 Q. As Spring Oaks corporate representative</p> <p>11 looking at this letter, is it ambiguous to you at</p> <p>12 all that as to -- whether or not Mr. Robinson was</p> <p>13 requesting any documents or a validation or</p> <p>14 verification in his letter?</p> <p>15 A. The words on the page say this is not a</p> <p>16 request for a validation or verification.</p> <p>17 Q. Or information or documentation, correct?</p> <p>18 A. It says above, please note do not want you</p> <p>19 to send me any information. And then at the bottom</p> <p>20 it does say, I am not interested in you sending me</p> <p>21 any documentation.</p> <p>22 Q. So Spring Oaks would train its employees</p> <p>23 who would reading this letter and doing the dispute</p> <p>24 investigation, would train them to recognize that</p> <p>25 when they see this kind of language from a consumer</p> <p style="text-align: right;">Page 120</p>

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<p>1 that this is not a request for validation or 2 verification; is that correct?</p> <p>3 A. They are trained to read the document, 4 yes.</p> <p>5 Q. Are they trained to ignore what the 6 consumer said regarding whether it's a request for 7 validation or verification?</p> <p>8 A. No.</p> <p>9 Q. And they're trained, aren't they, that 10 when a consumer says I don't want documentation, I 11 don't want information, this is not a request for 12 validation or verification, they're trained to 13 honor that request, aren't they?</p> <p>14 MR. ROSSMAN: Objection. Argumentative 15 and repetitive.</p> <p>16 A. In this instance and as we discussed 17 earlier is that we're looking at this as both an 18 FCRA and FDCPA dispute both. So yes, he's saying 19 that it's not a request for validation, but our 20 processes are to respond looking at this from an 21 FCRA perspective.</p> <p>22 Q. Is there anything in this letter that says 23 it's a dispute pursuant to the FCRA?</p> <p>24 A. No.</p> <p>25 Q. Is there anything in this letter that is Page 121</p>	<p>1 out for one regulation or another.</p> <p>2 Q. If -- so why does Spring Oaks if they view 3 this as an FCRA letter, does Spring Oaks believe it 4 still has to comply with the FDCPA even though this 5 is an FCRA letter?</p> <p>6 MR. ROSSMAN: Objection. Calls for a 7 legal conclusion.</p> <p>8 Q. Well, you're a lawyer, aren't you?</p> <p>9 A. Yes, yes, I am.</p> <p>10 Q. Okay. Do you understand my question?</p> <p>11 A. I would like you to repeat it.</p> <p>12 MR. HERRING: Will you read it back, 13 please?</p> <p>14 (Record read.)</p> <p>15 MR. ROSSMAN: Same objection.</p> <p>16 A. I'm sorry. I didn't quite catch all of 17 that.</p> <p>18 Q. So if Spring Oaks views this as an FCRA 19 letter, does Spring Oaks believe that it still has 20 to comply with FDCPA specifically Section E8 in 21 records to credit reporting?</p> <p>22 A. Yes. We're looking at both.</p> <p>23 Q. All right. Going back to Exhibit 4. So 24 the letter was received October 3rd and it looks 25 like a response was sent or the investigation was Page 123</p>
<p>1 asking you to correct or alter any credit 2 reporting?</p> <p>3 A. It doesn't specifically reference credit 4 reporting.</p> <p>5 Q. But you understand -- Spring Oaks 6 understands that when he says that he disputes the 7 debt that in order to comply with the Fair Debt 8 Collection Practices Act, it has to report the debt 9 as disputed in the credit bureaus, right?</p> <p>10 A. Yes. But this also doesn't say under the 11 -- he's disputing under the FDCPA. He doesn't say 12 that he's disputing under the FDCPA or FCRA.</p> <p>13 Q. If it said that they was disputing under 14 the FDCPA, would Spring Oaks still treat this as an 15 FCRA letter?</p> <p>16 MR. ROSSMAN: Objection. Speculation.</p> <p>17 Q. You can answer.</p> <p>18 A. If it's credit reporting as we've 19 discussed before, we look at it as both.</p> <p>20 Q. So from Spring Oaks' perspective it 21 doesn't matter whether it says FDCPA or FCRA, does 22 it, in terms of whether you treat it as an FCRA 23 letter?</p> <p>24 A. It doesn't -- if the customer -- it 25 doesn't matter if the customer specifically calls Page 122</p>	<p>1 completed on October 31st. Is that accurate?</p> <p>2 A. Correct.</p> <p>3 Q. Then so looking at the note that I 4 highlighted it says, do not mail. Change from true 5 to false. What does that mean?</p> <p>6 A. There's a check box on the account that we 7 looked at earlier, you know, as an example. That 8 was marked true to do not mail Mr. Robinson. 9 Within the system in order to actually print a 10 letter, and in this letter, the letter FCRA invalid 11 dispute info accurate with validation, in order to 12 be able to print that letter the agent had to 13 change the status from true to false. And if you 14 see up above she changed it back from false to 15 true.</p> <p>16 Q. Okay. That's what -- yeah. That was just 17 for the purpose of printing?</p> <p>18 A. Correct.</p> <p>19 Q. Okay. So why did that letter have to be 20 printed?</p> <p>21 A. In order to respond to Mr. Robinson.</p> <p>22 Q. Okay. Could it not have just been -- was 23 that letter ultimately mailed to Mr. Robinson?</p> <p>24 A. The letter e-mail to Mr. Robinson.</p> <p>25 Q. Okay. So it had to be printed and then Page 124</p>

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<p>1 scanned in?</p> <p>2 A. I guess --</p> <p>3 MR. ROSSMAN: Objection.</p> <p>4 A. We're using the word print in different</p> <p>5 ways.</p> <p>6 Q. Well, can you explain to me what you mean</p> <p>7 by print?</p> <p>8 A. Yes. I don't mean an actual like physical</p> <p>9 printer with a physical piece of paper. Within the</p> <p>10 system, you can print to PDF, and so then it</p> <p>11 creates a PDF of the correspondence.</p> <p>12 Q. Okay. And is that what was done here?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Then so underneath that on 10/29 it</p> <p>15 says jortiz viewed this account. Who is that?</p> <p>16 A. That is Johanna Ortiz. She's a member of</p> <p>17 our quality assurance team.</p> <p>18 Q. And then above that says kmoore viewed</p> <p>19 this account. Who is that?</p> <p>20 A. Kara Moore was the dispute agent that</p> <p>21 investigated and responded to this dispute.</p> <p>22 Q. Okay. Going back down a little bit more.</p> <p>23 You see where it says status changed on 10/3 from</p> <p>24 ACT to written?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 125</p>	<p>1 A. Correct.</p> <p>2 Q. And by right here we're talking about</p> <p>3 10/3/2022 at 12:50. And then above that on 10/4 it</p> <p>4 says, document, STM 20211120 PDF uploaded. What is</p> <p>5 that?</p> <p>6 A. That is -- you can see it also says job so</p> <p>7 that was -- it was a job that was run to upload</p> <p>8 statements to the account.</p> <p>9 Q. And then lhurlocker viewed this account.</p> <p>10 Who is that?</p> <p>11 A. That Lauren Hurlocker. She was a quality</p> <p>12 review agent within the back office team.</p> <p>13 Q. Is all this a part of the dispute</p> <p>14 investigation that's going on?</p> <p>15 A. No. This is -- on 10/3/2022 and</p> <p>16 10/4/2022, this is the first part of the process,</p> <p>17 receiving and processing the inbound</p> <p>18 correspondence.</p> <p>19 Q. Okay. And so what would lhurlocker have</p> <p>20 been looking at?</p> <p>21 A. The work that ndavis completed.</p> <p>22 Q. Okay. And then the four documents that</p> <p>23 are uploaded on 10/4 right above that, what are</p> <p>24 those documents?</p> <p>25 A. Those are statements to the account that</p> <p style="text-align: right;">Page 127</p>
<p>1 Q. What does that mean?</p> <p>2 A. That's representing that the status was</p> <p>3 changed from active to written dispute.</p> <p>4 Q. Okay. What's the difference between an</p> <p>5 active and a written dispute?</p> <p>6 A. An active account is an account that's --</p> <p>7 Q. Okay. I'm sorry.</p> <p>8 A. -- being worked by collectors. The</p> <p>9 written -- when it switches to the written</p> <p>10 category, as I mentioned before, that's where it</p> <p>11 goes into a protective queue we're not calling,</p> <p>12 we're not trying to communicate with the customer</p> <p>13 while it's being investigated or researched.</p> <p>14 Q. And then two -- line above it says</p> <p>15 document written dispute, Robinson PDF uploaded.</p> <p>16 Is that Exhibit 2 that we've been looking at, the</p> <p>17 letter?</p> <p>18 A. That is Mr. Robinson's -- the letter that</p> <p>19 was sent in Mr. Robinson's name on it.</p> <p>20 Q. Okay.</p> <p>21 MR. ROSSMAN: Go you go back to Exhibit 2</p> <p>22 and show it to her, please?</p> <p>23 A. Yes.</p> <p>24 Q. That's what is documented -- sorry. Right</p> <p>25 here (indicating); is that right?</p> <p style="text-align: right;">Page 126</p>	<p>1 were loaded to the document section within the</p> <p>2 account system of record.</p> <p>3 Q. Then on 10/4 and 10/5 are those statements</p> <p>4 as well?</p> <p>5 A. Yes.</p> <p>6 Q. And where -- would those statement have</p> <p>7 been in Spring Oaks' system or would they have to</p> <p>8 go get those somewhere?</p> <p>9 A. The statements come from the seller. And</p> <p>10 on this date, in order to upload them into the</p> <p>11 system of record, we had to have them within the</p> <p>12 Spring Oaks system overall and then load them into</p> <p>13 the system of record that houses the account. So</p> <p>14 they were most likely from an SFTP site that we</p> <p>15 obtained the statements from the seller and then</p> <p>16 they get loaded to the account.</p> <p>17 Q. What's SFTP site?</p> <p>18 A. Secure file transfer protocol.</p> <p>19 Q. Is it protocol or portal?</p> <p>20 A. I thought it was protocol. I could be</p> <p>21 wrong.</p> <p>22 Q. I think Midland calls theirs a portal.</p> <p>23 Okay. So they're housed in that system and then if</p> <p>24 Spring Oaks needs them, they go and download them</p> <p>25 or upload them into Spring Oaks' system; is that</p> <p style="text-align: right;">Page 128</p>

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<p>1 right?</p> <p>2 A. No. We obtain them from the seller using</p> <p>3 the SFTP protocol. We ingest them into our system</p> <p>4 and then load them to the account. You don't leave</p> <p>5 anything on the SFTP site.</p> <p>6 Q. So looking at this page, can you tell when</p> <p>7 the dispute investigation team started doing its</p> <p>8 work?</p> <p>9 A. Yes. That would've been 10/31/2022 at</p> <p>10 approximately 9:05, 9:05 a.m.</p> <p>11 Q. Okay. So other than credit reporting, did</p> <p>12 anything else happen on the account between I</p> <p>13 guess, what, when those documents were uploaded and</p> <p>14 when kmoore viewed the account on 10/31?</p> <p>15 A. I mean, there was a flag placed on the</p> <p>16 account and removed so it looks like we were</p> <p>17 looking at the account to see if it would perhaps</p> <p>18 go to a collection agency for work, but it looks</p> <p>19 like the flag was removed. There was an indicator</p> <p>20 within the system that checked off that the media</p> <p>21 had been loaded to the account.</p> <p>22 Q. Okay. Hold on. So the flag about it</p> <p>23 being -- going to a third party collector, is that</p> <p>24 at 10/6 at 8:43?</p> <p>25 A. The first one is at 10/4 and then it is</p> <p style="text-align: right;">Page 129</p>	<p>1 A. It would be in the notes.</p> <p>2 Q. It would be in the notes, but not on that</p> <p>3 page?</p> <p>4 A. Not on the page that shows the current</p> <p>5 flags.</p> <p>6 Q. Okay. So 10/31 kmoore viewed this</p> <p>7 account?</p> <p>8 A. Yes.</p> <p>9 Q. Can you tell what part of the account or</p> <p>10 what kmoore would've looked at or been looking at?</p> <p>11 A. Not by the documentation.</p> <p>12 Q. Is there some other part of the system</p> <p>13 that would document what kmoore was looking at?</p> <p>14 A. No.</p> <p>15 Q. And is there a page or a screen or some</p> <p>16 part of the system that documents the steps taken</p> <p>17 as part of the investigation and dispute</p> <p>18 investigation?</p> <p>19 A. Yes. If you scroll up, the documentation</p> <p>20 is in the notes.</p> <p>21 Q. Okay. I guess that wasn't a very good</p> <p>22 question. Other than in these notes, is there some</p> <p>23 separate page that would talk about, you know,</p> <p>24 looked at this document, contacted this person,</p> <p>25 reviewed this, that kind of thing?</p> <p style="text-align: right;">Page 131</p>
<p>1 removed on 10/6.</p> <p>2 Q. Okay. And then the flag on 10/28, what is</p> <p>3 that?</p> <p>4 A. It looks like it's looking for the check</p> <p>5 boxes for the do not -- actually I would need to</p> <p>6 double check on that particular job, that flag.</p> <p>7 Q. Is -- so is it your belief that DNC is do</p> <p>8 not contact?</p> <p>9 A. I'm not sure.</p> <p>10 Q. Okay. What is debt flag? You see over in</p> <p>11 the --</p> <p>12 A. Yes. Debt flag just indicates that some</p> <p>13 type of flag was added to the account. So, again,</p> <p>14 you can see on 10/4 flag track prime, flag vendor,</p> <p>15 it's basically putting an indicator on the account</p> <p>16 to be able to pull reporting later. I don't recall</p> <p>17 -- the flag DNC check, I don't recall specifically</p> <p>18 what that process is related to.</p> <p>19 Q. Okay. And so I think you had said earlier</p> <p>20 there's a page like a screenshot that would show</p> <p>21 what flags are on the account?</p> <p>22 A. Current flags.</p> <p>23 Q. Current flags. So if one of these were</p> <p>24 added and removed it wouldn't show it as ever</p> <p>25 having been there?</p> <p style="text-align: right;">Page 130</p>	<p>1 A. No. As we talked before, there's what I</p> <p>2 referred to as the dispute form where they input</p> <p>3 the notes related to the investigation. Those</p> <p>4 notes are transferred to the actual what we call</p> <p>5 the notes part of the system. So it's logging what</p> <p>6 actions and comments were made within the dispute</p> <p>7 form.</p> <p>8 Q. Then those notes end up in what we're</p> <p>9 looking at?</p> <p>10 A. I'm sorry. Say that again.</p> <p>11 Q. And those notes would end up in what we're</p> <p>12 looking at?</p> <p>13 A. Correct.</p> <p>14 Q. Okay. Is there a separate place to go</p> <p>15 look that just has the notes that are entered and</p> <p>16 not all these actions?</p> <p>17 A. I mean, the notes are the notes. There's</p> <p>18 the form, but it has exactly when's in -- for</p> <p>19 example, if you go to line 9/11, like that's</p> <p>20 exactly what's in the dispute form.</p> <p>21 Q. Okay. All right. So on 10/31 at 9:08 it</p> <p>22 says -- do you read these starting at the bottom or</p> <p>23 do you go up to the top of that section?</p> <p>24 A. You need to start at the far left and read</p> <p>25 each entry -- it looks like they're center</p> <p style="text-align: right;">Page 132</p>

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<p>1 justified so for example, if you're looking at --</p> <p>2 the section that's not highlighted under 9:08 where</p> <p>3 it says 10/31, that's all one -- no. Go down a</p> <p>4 little bit. Go down. Yeah. Where it says letter</p> <p>5 FCRA. No.</p> <p>6 Q. I see what you're saying.</p> <p>7 A. Yeah. So that's one comment and, again,</p> <p>8 it's a wrap. The text appears to be wrapped and</p> <p>9 center justified or centered.</p> <p>10 Q. So is there a place in y'all's system to</p> <p>11 go view the filled out dispute forms?</p> <p>12 A. Yes.</p> <p>13 Q. Where is that?</p> <p>14 A. It's in the system of record. It's like a</p> <p>15 button that you click to open up what I've been</p> <p>16 referring to as the form.</p> <p>17 Q. What else is housed there?</p> <p>18 A. It's the notes that you see here and it is</p> <p>19 where the drop down section is to make the</p> <p>20 selection upon completing an investigation or if</p> <p>21 you need to delete a dispute that's where you would</p> <p>22 select the HR.</p> <p>23 Q. Okay. So will you read into the record</p> <p>24 this note I guess from 10/31 reflecting I guess</p> <p>25 what the investigation or what was done?</p> <p style="text-align: right;">Page 133</p>	<p>1 one who decided -- who would've looked at this and</p> <p>2 investigated and decided what to do in response to</p> <p>3 the dispute?</p> <p>4 A. Yes.</p> <p>5 Q. And so exhibit -- I'm showing you</p> <p>6 Exhibit 3 to your deposition. Letter from Spring</p> <p>7 Oaks dated October 31, 2022, marked as Exhibit 3,</p> <p>8 Robinson 001 through 12.</p> <p>9 (Plaintiff's Exhibit 3 was marked for</p> <p>10 identification.)</p> <p>11 Q. Does that appear to you to be what was</p> <p>12 sent to Christopher Robinson?</p> <p>13 A. No. Those look a little bit out of order</p> <p>14 and it looks like the initial letter is mixed in</p> <p>15 there as well. I don't believe we would've sent</p> <p>16 the initial letter to him as part of the dispute</p> <p>17 response packet.</p> <p>18 Q. Okay.</p> <p>19 A. Unless I misheard your numbers.</p> <p>20 Q. It's 001.</p> <p>21 A. Okay.</p> <p>22 Q. Well, maybe it'd be easier if you pulled</p> <p>23 this up on your screen and looked at it to see if</p> <p>24 I'm looking at the wrong thing.</p> <p>25 A. I have it up. 001 looks correct. 002</p> <p style="text-align: right;">Page 135</p>
<p>1 A. Consumer indicating they're disputing</p> <p>2 account. After further investigation into</p> <p>3 documents on file, compiled a DINV packet with all</p> <p>4 required docs and sending it to consumer via</p> <p>5 e-mail.</p> <p>6 Q. Okay. So you're starting up at the very</p> <p>7 top, right?</p> <p>8 A. I'm sorry. I thought you asked me to --</p> <p>9 Q. No, no. That's fine.</p> <p>10 A. -- read the notes where her notes on her</p> <p>11 investigation.</p> <p>12 Q. All right. So what's a DINV packet?</p> <p>13 A. It is a response letter and the packet</p> <p>14 includes account documentation typically statements</p> <p>15 or, you know, depending on the type of account</p> <p>16 there may be other types of documentation that we</p> <p>17 provide to the consumer.</p> <p>18 Q. Okay. And looking at the next page at the</p> <p>19 bottom on 10/31/2022, 9:11 it says, e-mail debt</p> <p>20 validation. You see that?</p> <p>21 A. Yes.</p> <p>22 Q. So is that the -- is that explaining what</p> <p>23 was referenced on the previous page was e-mailed?</p> <p>24 A. Correct.</p> <p>25 Q. Okay. And so would kmoore have been the</p> <p style="text-align: right;">Page 134</p>	<p>1 looks correct. 003 looks correct. 004 looks</p> <p>2 correct. 005 looks correct. 006 looks correct.</p> <p>3 007 looks correct. 008 looks correct. And then 9</p> <p>4 is where it begins the initial letter.</p> <p>5 MR. ROSSMAN: There's the initial letter</p> <p>6 you were asking me about.</p> <p>7 MR. HERRING: Okay. Yeah. I see it was</p> <p>8 buried in here.</p> <p>9 Q. Okay. So this is the letter dated April</p> <p>10 5, 2022. I got you. Okay. All right. We'll just</p> <p>11 keep it. So the letter that was sent goes through</p> <p>12 008. Is that accurate?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And it's your testimony that this</p> <p>15 was sent by e-mail and not by US mail?</p> <p>16 A. Correct.</p> <p>17 Q. Even though it has an address on here and</p> <p>18 it has no e-mail address on the letter?</p> <p>19 A. Correct.</p> <p>20 Q. Okay. And looking at this letter it says,</p> <p>21 our service is in receipt of your dispute and/or</p> <p>22 request for validation of the debt. So kmoore is</p> <p>23 the one who would've reviewed Mr. Robinson's</p> <p>24 letter, Exhibit 2, and from that decided that he</p> <p>25 had requested a validation of debt; is that</p> <p style="text-align: right;">Page 136</p>

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<p>1 correct?</p> <p>2 A. No.</p> <p>3 Q. What's incorrect about that?</p> <p>4 A. Kmoore was the agent that reviewed</p> <p>5 Mr. Robinson's letter. The letter she selected is</p> <p>6 the letter that the team is instructed to send in</p> <p>7 instances where the account is credit reporting and</p> <p>8 we receive a written dispute.</p> <p>9 Q. Okay. So who chose to send that letter,</p> <p>10 Exhibit 3?</p> <p>11 A. This letter is what the team is instructed</p> <p>12 to send upon receipt of an investigation of the</p> <p>13 type of dispute that we have in Exhibit 2.</p> <p>14 Q. And how many letter options are there for</p> <p>15 the team to send in response to a dispute?</p> <p>16 A. I don't have it in front of me, but I</p> <p>17 believe it may be five.</p> <p>18 Q. Okay. Is there -- would those letters be</p> <p>19 identified in the job aid?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And it identifies those letters in</p> <p>22 that job aid. And does it inform the employee on</p> <p>23 which one to use?</p> <p>24 A. The job aid instructs the agent on what</p> <p>25 letter to select based on the circumstances of the</p> <p style="text-align: right;">Page 137</p>	<p>1 letter, right?</p> <p>2 A. Yes.</p> <p>3 Q. Is there a letter that you send out if --</p> <p>4 well, is one of the options a letter if you deem it</p> <p>5 to be I guess a frivolous dispute?</p> <p>6 A. I don't think it's labeled as that, but if</p> <p>7 we continue to get disputes that don't have new</p> <p>8 information, we have that letter that goes out.</p> <p>9 Q. What about if you receive a letter -- if</p> <p>10 they receive a letter that they believe is from a</p> <p>11 credit repair organization?</p> <p>12 A. In most instances we would respond to the</p> <p>13 consumer with our normal letter process.</p> <p>14 Q. Okay. And if you receive a letter from</p> <p>15 the credit repair organization or you believe it</p> <p>16 is, is that noted or notated in the account notes?</p> <p>17 A. No, not generally.</p> <p>18 Q. Okay. Well, you testified earlier that --</p> <p>19 I was asking you about if after an investigation</p> <p>20 there were ever times when the account just -- you</p> <p>21 decided to keep it as XB?</p> <p>22 A. Yes.</p> <p>23 Q. And you said that y'all would do that when</p> <p>24 you believed the dispute was from a credit repair</p> <p>25 organization. So how would you know to mark it or</p> <p style="text-align: right;">Page 139</p>
<p>1 account and the dispute.</p> <p>2 Q. And are those -- the letters themselves --</p> <p>3 they're all form letters, right?</p> <p>4 A. Correct.</p> <p>5 Q. And does the agent have the ability to</p> <p>6 freehand or change any of the letter?</p> <p>7 A. No.</p> <p>8 Q. Do they have the discretion to do that?</p> <p>9 A. No.</p> <p>10 Q. And what are the five different options?</p> <p>11 A. We have a letter to respond to scenarios</p> <p>12 that are -- what we deem a debt validation where</p> <p>13 the account is not credit reporting. A letter</p> <p>14 letting the customer know that we've received, you</p> <p>15 know, one or more disputes that provide the same</p> <p>16 information so no new information has been</p> <p>17 provided. There's nothing else that we can</p> <p>18 investigate. We have a letter that advises the</p> <p>19 customer that we found their dispute to be valid,</p> <p>20 and we may be removing their trade line from the</p> <p>21 credit file. And we have a letter or scenarios</p> <p>22 when consumers are claiming fraud for them to</p> <p>23 provide additional information. And, again, that's</p> <p>24 off of memory.</p> <p>25 Q. Sure. And, of course, you have this</p> <p style="text-align: right;">Page 138</p>	<p>1 to leave it as XB if you don't mark in the account</p> <p>2 or in notes that the letter is from a credit repair</p> <p>3 organization?</p> <p>4 A. It's a very small population of accounts</p> <p>5 that have -- it's not all credit repair that we</p> <p>6 decide to mark the XB. It's a very small</p> <p>7 population of accounts where again, we're</p> <p>8 determined that there's additional risk of</p> <p>9 litigation. Generally speaking, we're responding</p> <p>10 to credit repair letters and not marking it, you</p> <p>11 know, specifically as credit repair. Again, it's a</p> <p>12 small population of accounts that would only be</p> <p>13 left on as the XB.</p> <p>14 Q. I understand that. But how would the</p> <p>15 employee who's making that decision whether to</p> <p>16 leave it as XB or not know that the letter -- or it</p> <p>17 was from a credit repair organization and that it</p> <p>18 needed to be maintained as XB and not changed to</p> <p>19 XH, XR, or XC?</p> <p>20 A. Those accounts are escalated to the</p> <p>21 manager and the manager and myself actually review</p> <p>22 those letters before making that decision, so it's</p> <p>23 not at the agent level.</p> <p>24 Q. Okay. Do you treat accounts differently</p> <p>25 that you deem are from a credit repair</p> <p style="text-align: right;">Page 140</p>

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<p>1 organization?</p> <p>2 MR. ROSSMAN: Objection. Repetitive.</p> <p>3 Q. I mean, other than what you've testified</p> <p>4 to before.</p> <p>5 A. I don't think there's anything additional</p> <p>6 to add. Generally speaking we respond at our</p> <p>7 normal process. There is a small population of</p> <p>8 particular letters that we have identified as</p> <p>9 associated with a higher risk of litigation. When</p> <p>10 those are identified and escalated to the manager,</p> <p>11 and, again, we would discuss those and determine if</p> <p>12 they're going to be left with an XB code.</p> <p>13 Q. And was there anything about this letter</p> <p>14 or dispute that looking at the account notes, was</p> <p>15 there anything that was documented about a</p> <p>16 suspicion of this being from a credit repair</p> <p>17 organization, this dispute?</p> <p>18 MR. ROSSMAN: Objection. Vague as the</p> <p>19 word suspicion.</p> <p>20 Q. Do you understand what I mean?</p> <p>21 A. I think so.</p> <p>22 Q. Well, if you don't, I can try to clarify.</p> <p>23 A. Yeah. I guess that would help.</p> <p>24 Q. Okay. So when this letter was received,</p> <p>25 did -- can you tell if it was treated or handled in</p> <p style="text-align: right;">Page 141</p>	<p>1 many similar examples, you know, particularly where</p> <p>2 the customer is saying only contact me between</p> <p>3 Monday to Friday, 1:00 to 4:00, text and e-mail.</p> <p>4 That similar pattern is, you know, frankly unusual</p> <p>5 for so many people to only need to be contacted</p> <p>6 between Monday to Friday, 1:00 to 4:00 p.m. And,</p> <p>7 again, coming from certified mail from a location</p> <p>8 other than where the consumer lives and frankly the</p> <p>9 lawsuits that have come out of this -- receiving</p> <p>10 this letter or the similar letter.</p> <p>11 Q. So why does it matter to Spring Oaks if</p> <p>12 the letter is from or they believe the letter is</p> <p>13 from a credit repair organization?</p> <p>14 A. As I said earlier generally speaking it</p> <p>15 does not. We will still respond, you know, to the</p> <p>16 consumer. If the consumer has a dispute, we want</p> <p>17 to help provide documentation to, you know, clear</p> <p>18 up, show our investigation. What I'm saying is</p> <p>19 that this letter particular over time seeing a</p> <p>20 number of these with red flags and understanding</p> <p>21 that these letters have a heightened, you know,</p> <p>22 risk of litigation, which would've seen, this</p> <p>23 letter particular is the one that I'm referring.</p> <p>24 General speaking we're trying to respond to</p> <p>25 consumers and their disputes and provide them</p> <p style="text-align: right;">Page 143</p>
<p>1 any manner that appears that whoever was</p> <p>2 investigating it believed or thought or had a</p> <p>3 suspicion that it was from a credit repair</p> <p>4 organization? And by this letter I'm talking about</p> <p>5 Exhibit 2.</p> <p>6 A. At the time this dispute was processed it</p> <p>7 was not identified as coming from credit repair.</p> <p>8 Q. And was it sent at any point to you or the</p> <p>9 other person you mentioned to decide whether it</p> <p>10 should be left as XB or changed to XH or XR or</p> <p>11 whatever else?</p> <p>12 MR. ROSSMAN: Objection.</p> <p>13 A. No.</p> <p>14 Q. You can answer.</p> <p>15 A. No.</p> <p>16 Q. Okay. Looking at the letter now, do you</p> <p>17 have a reason to believe that this is from a credit</p> <p>18 repair organization?</p> <p>19 A. Yes.</p> <p>20 Q. And what is that?</p> <p>21 A. Well, first of all, it's being sent by</p> <p>22 certified mail, and I've seen a number of these</p> <p>23 letters sent by certified mail where they are not</p> <p>24 coming from the location where the consumer is</p> <p>25 located. And I've seen I don't know how many, but</p> <p style="text-align: right;">Page 142</p>	<p>1 documentation to illustrate, you know, the account</p> <p>2 that they had at one point.</p> <p>3 Q. So you said you've seen a number of these?</p> <p>4 A. Yes.</p> <p>5 Q. Has Spring Oaks changed the way that it</p> <p>6 responds to these letters?</p> <p>7 A. Yes.</p> <p>8 Q. Do they still send a response saying,</p> <p>9 here's your debt validation and documents even</p> <p>10 though the consumer has said -- or may have said</p> <p>11 that they don't want that validation or</p> <p>12 verification or documents?</p> <p>13 A. No.</p> <p>14 Q. And why is that?</p> <p>15 A. The risk and threat of litigation coming</p> <p>16 out of responding to these letters.</p> <p>17 Q. Spring Oaks decided that -- does Spring</p> <p>18 Oaks believe that sending -- responding to these</p> <p>19 types of letters and saying our office is in</p> <p>20 receipt of your dispute and/or request for</p> <p>21 validation and then including the documents, has</p> <p>22 Spring Oaks determined that that action violates</p> <p>23 the FDCPA?</p> <p>24 MR. ROSSMAN: Objection. Calls for a</p> <p>25 legal conclusion.</p> <p style="text-align: right;">Page 144</p>

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<p>1 Q. You can answer.</p> <p>2 A. I just want to clarify. Are you asking me</p> <p>3 if Spring Oaks has determined if sending this</p> <p>4 letter violates the FDCPA?</p> <p>5 Q. Yes.</p> <p>6 A. No.</p> <p>7 Q. Has Spring Oaks trained its employees</p> <p>8 doing these investigations that they have concerns</p> <p>9 about whether this -- sending this type of letter</p> <p>10 and the documentation and response to a dispute</p> <p>11 like Mr. Robinson's violates the FDCPA?</p> <p>12 MR. ROSSMAN: Objection. Compound</p> <p>13 question and confusing.</p> <p>14 Q. You can answer.</p> <p>15 A. I'm actually not sure what you're asking.</p> <p>16 Q. I'm just saying have they trained their</p> <p>17 employees who handle these investigations or</p> <p>18 responsible for responding, have they trained those</p> <p>19 employees that they have concerns about whether</p> <p>20 responding in this manner like in Exhibit 3</p> <p>21 potentially violates the FDCPA?</p> <p>22 A. No.</p> <p>23 Q. But they've told them to stop doing that?</p> <p>24 Stop responding that way, correct?</p> <p>25 MR. ROSSMAN: Objection. Mischaracterizes Page 145</p>	<p>1 not requesting documents or validation or</p> <p>2 verification?</p> <p>3 MR. ROSSMAN: Objection. Repetitive.</p> <p>4 Q. You can answer.</p> <p>5 A. The agents have been trained to</p> <p>6 investigate the dispute and then escalate those</p> <p>7 particular letters to their manager.</p> <p>8 Q. Okay. Does Spring Oaks believe that this</p> <p>9 statement, our office is in receipt of your dispute</p> <p>10 or request for validation of debt -- hold on. I</p> <p>11 lost my place. Does Spring Oaks believe responding</p> <p>12 that the consumer potentially -- consumer requested</p> <p>13 a validation of debt is an accurate response?</p> <p>14 MR. ROSSMAN: I'm going to object to the</p> <p>15 extent this calls for a legal conclusion.</p> <p>16 MR. HERRING: Yeah. Okay. John.</p> <p>17 Q. To a letter that specifically says it's</p> <p>18 not a request for validation or verification or</p> <p>19 documentation?</p> <p>20 A. I'm sorry. That was a bit of a -- can you</p> <p>21 please re-ask the question?</p> <p>22 Q. Yeah. It got a little jumbled up. So</p> <p>23 looking back at Mr. Robinson's letter it says,</p> <p>24 please note I do not want you to send me any</p> <p>25 information. This is not a request for validation Page 147</p>
<p>1 previous testimony.</p> <p>2 Q. Is that correct?</p> <p>3 A. They have been educated to escalate</p> <p>4 examples where they see that letter specifically</p> <p>5 with the certified mail don't contact me except</p> <p>6 between the hours of 1:00 and 4:00 for further</p> <p>7 review. And that would then go to the manager and</p> <p>8 they are to complete their investigation and</p> <p>9 escalate it to their manager.</p> <p>10 Q. Have they been trained to honor -- now</p> <p>11 honor the consumer's request and not send</p> <p>12 validation and verification?</p> <p>13 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>14 previous testimony.</p> <p>15 Q. You can answer.</p> <p>16 A. I'll just repeat. I mean, I think I just</p> <p>17 need to repeat what I just said. They've been</p> <p>18 trained to investigate the account and then</p> <p>19 escalate to their manager.</p> <p>20 Q. Well, before you were talking about the</p> <p>21 times about when communications could occur. I'm</p> <p>22 talking about this specific response that includes</p> <p>23 saying here's your validation of debt even though</p> <p>24 that was not requested. Have they been trained to</p> <p>25 honor that statement by the consumer that they're Page 146</p>	<p>1 or verification. I'm not interested in you sending</p> <p>2 me any documentation. Then the response appears to</p> <p>3 say that they're responding to his request for</p> <p>4 validation of the debt.</p> <p>5 Do you believe that's an accurate</p> <p>6 representation of Mr. Robinson's letter to Spring</p> <p>7 Oaks?</p> <p>8 A. It says dispute and/or request for</p> <p>9 validation.</p> <p>10 Q. And so is that why Spring Oaks says at</p> <p>11 next paragraph enclosed, you'll find the documents</p> <p>12 with your account provided and response to your</p> <p>13 dispute and/or request for validation? Why did</p> <p>14 Spring Oaks send him documents when he specifically</p> <p>15 told them not to?</p> <p>16 MR. ROSSMAN: Objection. Repetitive.</p> <p>17 A. Yeah. As I mentioned earlier we're</p> <p>18 looking at this as both FCRA and FDCPA dispute and</p> <p>19 responding to the dispute under FCRA.</p> <p>20 MR. ROSSMAN: We're coming up on 90</p> <p>21 minutes since the last break. I just want --</p> <p>22 MR. HERRING: Yeah. All right.</p> <p>23 MR. ROSSMAN: Maybe ten minutes. I know</p> <p>24 you're in the middle of questioning. I don't want</p> <p>25 to interrupt. Page 148</p>

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<p>1 MR. HERRING: No, no. That's fine, John.</p> <p>2 Why are you worried about interrupting me now?</p> <p>3 You've been interrupting me all day. Yeah. Let's</p> <p>4 take a ten minute break. I'm sorry. I didn't</p> <p>5 realize we'd been going that long.</p> <p>6 MR. ROSSMAN: No problem. Catherine, just</p> <p>7 to confirm, when is your hard stop at?</p> <p>8 THE WITNESS: 4:00 p.m. eastern time. So</p> <p>9 you guys are, what, 1:00? No. 2:00.</p> <p>10 MR. ROSSMAN: So we've got about another</p> <p>11 hour.</p> <p>12 MR. HERRING: We've got about an hour</p> <p>13 left.</p> <p>14 MR. ROSSMAN: Perfect. Good. Perfect.</p> <p>15 Good. Five minute break and we'll come right back.</p> <p>16 MR. HERRING: All right. Let's take ten</p> <p>17 minutes.</p> <p>18 MR. ROSSMAN: Ten minutes. Thank you.</p> <p>19 THE VIDEOGRAPHER: The time is 1:56. We</p> <p>20 are off the record.</p> <p>21 (A recess was taken.)</p> <p>22 THE VIDEOGRAPHER: The time the 2:06 p.m.</p> <p>23 We are back on the record.</p> <p>24 Q. Okay. So let me share my screen again.</p> <p>25 My computer is even getting tired. It's getting</p> <p style="text-align: right;">Page 149</p>	<p>1 dispute to be invalid, is it?</p> <p>2 A. It's noting that there was -- there were</p> <p>3 no errors found on the account.</p> <p>4 Q. Okay. Is it saying that y'all think it's</p> <p>5 a frivolous dispute?</p> <p>6 A. No.</p> <p>7 MR. HERRING: Come on, John. You</p> <p>8 should've objected to that.</p> <p>9 MR. ROSSMAN: I wanted the answer to that</p> <p>10 one.</p> <p>11 Q. All right. Having a computer issue here.</p> <p>12 Let me stop the share for a second. I'm having --</p> <p>13 I'm getting out of a couple of programs because for</p> <p>14 some reason my laptop is slowing down. All right.</p> <p>15 Let's try this again. Okay. Y'all seeing the</p> <p>16 screen with Exhibit 4?</p> <p>17 A. Yes.</p> <p>18 Q. Looking at this e-mail at the bottom it</p> <p>19 says 10/31/2022, 9:11, e-mailed debt validation.</p> <p>20 Is that the actual time that the e-mail would've</p> <p>21 gone out?</p> <p>22 A. That time stamp notates the time that she</p> <p>23 loaded or that she made the notation about the</p> <p>24 e-mail.</p> <p>25 Q. Okay. So when would the e-mail have</p> <p style="text-align: right;">Page 151</p>
<p>1 slow. Okay. Looking back at -- excuse me --</p> <p>2 Exhibit 4. The time that's highlighted right here</p> <p>3 where I'm pointing 10/31/2022, 9:08 (indicating).</p> <p>4 It says, letter FCRA invalid dispute-info accurate</p> <p>5 with validation sent. What does that mean?</p> <p>6 A. That is the notation that indicates that</p> <p>7 the agent selected that letter to print to PDF as</p> <p>8 we talked before. The printing to PDF, that's</p> <p>9 showing what letter she chose in the system.</p> <p>10 Q. Okay. And so the letter that we were</p> <p>11 looking at is Exhibit 3, if it'll pull it up.</p> <p>12 MR. ROSSMAN: Could you please?</p> <p>13 Q. So that is what y'all called the invalid</p> <p>14 dispute letter?</p> <p>15 A. That's not the full name. You have to go</p> <p>16 back to the notes. The note is DINV.</p> <p>17 Q. Sorry. My computer is just taking it's</p> <p>18 time. All right.</p> <p>19 A. Yeah. The FCRA invalid dispute-info</p> <p>20 accurate with validation. The shorthand code for</p> <p>21 that is, you know, DINV.</p> <p>22 Q. Okay. That's referenced up here at the</p> <p>23 top, right?</p> <p>24 A. Correct.</p> <p>25 Q. So that's not saying that y'all found the</p> <p style="text-align: right;">Page 150</p>	<p>1 been -- well, let me ask you this: How does that</p> <p>2 process work?</p> <p>3 A. The agent prints the letter to PDF and</p> <p>4 then prepares an e-mail. We have a designated</p> <p>5 Outlook e-mail box for responding to consumers with</p> <p>6 a template greeting and attach the PDF to the</p> <p>7 e-mail and then sent the e-mail to the consumer.</p> <p>8 And then the agent is to load -- document what</p> <p>9 actions were taken and then load a copy of the</p> <p>10 e-mail that would include the attached PDF to the</p> <p>11 system of record.</p> <p>12 Q. So can we -- so are the e-mails sent out</p> <p>13 individual on a case by case basis or are they sent</p> <p>14 out like in mass?</p> <p>15 A. Individually.</p> <p>16 Q. Can we tell from the notes when exactly</p> <p>17 this e-mail would've gone out?</p> <p>18 A. Not from the notes.</p> <p>19 Q. Okay. How would we figure that out?</p> <p>20 A. We have a copy of the e-mail and I think</p> <p>21 if you scroll back down you can see where the --</p> <p>22 no. I'm sorry. Go up.</p> <p>23 Q. There's 10/31 at 9:09. It says --</p> <p>24 A. Yeah. That's the e-mail, but I believe</p> <p>25 that's just the PDF so if you scroll back up one</p> <p style="text-align: right;">Page 152</p>

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<p>1 page --</p> <p>2 MR. ROSSMAN: I think we just lost Stan.</p> <p>3 MS. LOCKHART: Yeah, it would appear so.</p> <p>4 Where'd he go? I'll let him know.</p> <p>5 MR. ROSSMAN: Yeah. Patricia, if you want</p> <p>6 to check in with him. Thanks.</p> <p>7 MS. LOCKHART: I'll call him. For some</p> <p>8 reason his computer just completely shut down. He</p> <p>9 said, can we take a five minute break and let him</p> <p>10 either get on a different one or get that one back</p> <p>11 working?</p> <p>12 MR. ROSSMAN: Fair enough. We'll log back</p> <p>13 in at 2:20.</p> <p>14 MS. LOCKHART: All right. Thanks.</p> <p>15 MR. ROSSMAN: Thank you.</p> <p>16 (A recess was taken.)</p> <p>17 THE VIDEOGRAPHER: The time is 2:24.</p> <p>18 MR. HERRING: Okay. Will you read back</p> <p>19 the last question?</p> <p>20 (Record read.)</p> <p>21 Q. Okay. Let me pull that document back up.</p> <p>22 So we're talking about Exhibit 4, correct? Did you</p> <p>23 find where the e-mail went out?</p> <p>24 A. Yes, I did. If you can scroll down to the</p> <p>25 next page, it's not exactly where the e-mail went</p> <p style="text-align: right;">Page 153</p>	<p>1 -- and what's her name, kmoore?</p> <p>2 A. Kara. And she started at -- the first</p> <p>3 entry is at 9:05.</p> <p>4 Q. I'm sorry. 9:05. So that she conducted</p> <p>5 her investigation, chose the e-mail, or decided to</p> <p>6 -- conducted her investigation, decided what to do,</p> <p>7 and sent the e-mail out between 9:05 and 9:10?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. Do Spring Oaks employees have any</p> <p>10 kind of incentives or goals in terms of their pay</p> <p>11 or bonuses or promotion or whatever based on how</p> <p>12 quickly or the number of disputes that they handle</p> <p>13 in a given period of time?</p> <p>14 A. Spring Oaks employees that handle dispute</p> <p>15 investigations do not have incentives or bonuses</p> <p>16 related to actually anything. They don't have</p> <p>17 incentives or bonuses.</p> <p>18 Q. They're just paid straight up salary?</p> <p>19 A. They're paid hourly.</p> <p>20 Q. Hourly. And how much are they paid</p> <p>21 hourly?</p> <p>22 MR. ROSSMAN: Objection. Foundation.</p> <p>23 Q. You can answer.</p> <p>24 A. I mean, it depends on their tenure and how</p> <p>25 long they've been with the company.</p> <p style="text-align: right;">Page 155</p>
<p>1 out, but where she -- the agent actually uploaded</p> <p>2 the message that was sent so that's the PDF and if</p> <p>3 you go up one, two, three, four, five, six, it</p> <p>4 says, document requested documentation.MSG. That's</p> <p>5 the actual e-mail message.</p> <p>6 Q. That right there (indicating)?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. So that's -- that tells us when it</p> <p>9 was sent out?</p> <p>10 A. That tells us when it was loaded to the</p> <p>11 account, the actual copy of the e-mail that was</p> <p>12 sent.</p> <p>13 Q. Okay. So the e-mail -- once it's -- in</p> <p>14 order for it to be loaded to the account, it has to</p> <p>15 have already been sent; is that right?</p> <p>16 A. Correct.</p> <p>17 Q. Okay. And is it fair to say since she</p> <p>18 started working on this at 9:05 that she would've</p> <p>19 sent the e-mail between 9:05 and 9:11?</p> <p>20 A. Yes.</p> <p>21 Q. On October 31, right?</p> <p>22 A. Yes.</p> <p>23 Q. And is it fair to say that the e-mail was</p> <p>24 sent -- I'm sorry. It was uploaded at 9:10 and</p> <p>25 then she started at 9:07. Is it fair to say that</p> <p style="text-align: right;">Page 154</p>	<p>1 Q. So can you -- what's the starting pay?</p> <p>2 A. \$20 an hour.</p> <p>3 Q. Okay. And if they'd been there five</p> <p>4 years, how much would it go up?</p> <p>5 MR. ROSSMAN: Objection. Foundation.</p> <p>6 Q. Does it go up like cost of living or</p> <p>7 3 percent or what?</p> <p>8 MR. ROSSMAN: Same objection.</p> <p>9 A. There's annual increases.</p> <p>10 Q. Okay. Do you know how long Ms. Moore had</p> <p>11 been working for Spring Oaks?</p> <p>12 A. At this time I don't recall exactly.</p> <p>13 Q. And do they work 40 hours a week?</p> <p>14 A. Yes.</p> <p>15 Q. And do they -- I know they don't</p> <p>16 individually have bonuses or goals, but do they</p> <p>17 share in departmental bonuses or goals?</p> <p>18 A. The dispute agents do not.</p> <p>19 Q. Okay. Do you recall Ms. Moore's education</p> <p>20 level?</p> <p>21 MR. ROSSMAN: Objection. Foundation.</p> <p>22 Q. You can answer.</p> <p>23 A. Do you mean like as far as high school or</p> <p>24 college?</p> <p>25 Q. Yes.</p> <p style="text-align: right;">Page 156</p>

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<p>1 A. I don't recall.</p> <p>2 Personnel Data</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 Q. Okay. Looking at the account notes can</p> <p>17 you tell -- well, I'm sorry.</p> <p>18 Looking at 10/31/2022 at 9:09, do you see</p> <p>19 the note I just highlighted?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. So what is -- can you read that</p> <p>22 into the record?</p> <p>23 A. Yes. That note says, dispute resolved,</p> <p>24 XH, previously in dispute now resolved, reported by</p> <p>25 CR.</p> <p style="text-align: right;">Page 157</p>	<p>1 Q. Spring Oaks -- those are guidelines.</p> <p>2 Spring Oaks has a choice as to whether they use the</p> <p>3 XB code or the XH code, correct?</p> <p>4 A. Yes. We have a choice of, you know, which</p> <p>5 codes that we do use, correct.</p> <p>6 Q. Right. So why chose the XH code?</p> <p>7 MR. ROSSMAN: Objection. Repetitive.</p> <p>8 A. To reflect that the investigation was</p> <p>9 completed.</p> <p>10 Q. We talked about this a little bit earlier.</p> <p>11 One reason Spring Oaks credit reports debt is that</p> <p>12 it assists Spring Oaks in getting consumers to pay,</p> <p>13 correct?</p> <p>14 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>15 previous testimony.</p> <p>16 A. That's not how I phrased it. I don't</p> <p>17 remember exactly what I said, but it was something</p> <p>18 along the lines of as part of the credit reporting</p> <p>19 lifecycle and managing the accounts we credit</p> <p>20 report.</p> <p>21 Q. Spring Oaks is not required to credit</p> <p>22 report accounts, is it?</p> <p>23 A. That's correct.</p> <p>24 Q. I mean, there are lots of debt collectors</p> <p>25 that don't credit report debts they collect,</p> <p style="text-align: right;">Page 159</p>
<p>1 Q. Okay. What is CR?</p> <p>2 A. Credit report.</p> <p>3 Q. What does that mean, reported by CR? Does</p> <p>4 that just mean the account is being reported?</p> <p>5 A. Yes. It's just a notation that the</p> <p>6 account is reported. And the XH is, you know,</p> <p>7 what's going to be reported.</p> <p>8 Q. So is this a reason why Ms. Moore would've</p> <p>9 been trained to code the account to report as</p> <p>10 account previously in dispute now resolved versus</p> <p>11 account disputed by consumer?</p> <p>12 A. She was trained to report the account as</p> <p>13 XH after she had completed her investigation.</p> <p>14 Q. And why does Spring Oaks train its</p> <p>15 employees to report it that way?</p> <p>16 MR. ROSSMAN: Objection. Repetitive.</p> <p>17 Q. You can answer.</p> <p>18 A. It's in following the CDIA Guidelines.</p> <p>19 Q. But those aren't mandatory. We discussed</p> <p>20 that earlier, right?</p> <p>21 A. We discussed that those are guidelines.</p> <p>22 Q. Right. They're not mandatory on Spring</p> <p>23 Oaks, correct? Is that correct?</p> <p>24 A. I'm thinking about what you mean by</p> <p>25 mandatory. Can you expand on that?</p> <p style="text-align: right;">Page 158</p>	<p>1 correct?</p> <p>2 MR. ROSSMAN: Objection. Foundation.</p> <p>3 Q. Correct?</p> <p>4 A. I'm not sure.</p> <p>5 Q. Well, I mean, you've been to ACA</p> <p>6 conferences and you've talked to other people. You</p> <p>7 know there are plenty of debt collectors out there</p> <p>8 that don't credit report because they just don't</p> <p>9 want the headache or potentially liability, right?</p> <p>10 A. There are some that do not credit report,</p> <p>11 correct.</p> <p>12 Q. And one of the reasons that Spring Oaks</p> <p>13 credit reports is because that gives it an extra</p> <p>14 tool to collect debt from consumers who want to get</p> <p>15 their credit cleaned up; is that right?</p> <p>16 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>17 previous testimony.</p> <p>18 Q. I didn't say you testified to that. I'm</p> <p>19 asking if I'm correct on that.</p> <p>20 A. I don't know that I could speak for why</p> <p>21 customers do what they do.</p> <p>22 Q. Well, Spring Oaks knows that credit</p> <p>23 reporting a debt on a consumer has an adverse or</p> <p>24 negative effect on their credit score, don't they?</p> <p>25 MR. ROSSMAN: Objection. Foundation.</p> <p style="text-align: right;">Page 160</p>

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<p>1 Q. Does Spring Oaks know that?</p> <p>2 A. Spring Oaks knows that if an account is</p> <p>3 being reported, it may impact the credit score. I</p> <p>4 can't speak to how it impacts the credit score.</p> <p>5 Q. Does Spring Oaks believe that debt</p> <p>6 collection account could positively impact the</p> <p>7 consumer's credit report?</p> <p>8 MR. ROSSMAN: Objection. Argumentative.</p> <p>9 A. There are a lot of components that go into</p> <p>10 the algorithms and so I really don't think that I</p> <p>11 can answer that.</p> <p>12 Q. Well, you don't --</p> <p>13 A. It's based on algorithms and lots of</p> <p>14 detail that goes into what makes up the score. I</p> <p>15 don't think that I'm qualified to speak to what</p> <p>16 makes up a score.</p> <p>17 Q. And I'm asking you in your role as Spring</p> <p>18 Oaks corporate representative, is Spring Oaks</p> <p>19 aware -- no. Scratch that.</p> <p>20 Does Spring Oaks believe that credit</p> <p>21 reporting a debt collection account would</p> <p>22 positively impact a consumer's credit report or</p> <p>23 credit rating?</p> <p>24 MR. ROSSMAN: Objection. Argumentative.</p> <p>25 Q. I mean, is that what you're telling me?</p> <p style="text-align: right;">Page 161</p>	<p>1 Q. I mean, we all know that just based on</p> <p>2 common sense that that would help them, right?</p> <p>3 MR. ROSSMAN: Objection. Calls for</p> <p>4 speculation. Objection. Repetitive.</p> <p>5 Q. Do you know that?</p> <p>6 A. I don't know it. I believe that it would</p> <p>7 improve the score, but I don't know for sure.</p> <p>8 Q. Okay. So why does Spring Oaks credit</p> <p>9 report debt collection accounts?</p> <p>10 MR. ROSSMAN: Objection. Repetitive.</p> <p>11 A. Because I mentioned before, now I may be</p> <p>12 not remembering exactly how I phrased it, but again</p> <p>13 as part of the collection activity and credit</p> <p>14 reporting lifecycle, Spring Oaks Capital does</p> <p>15 report collection accounts.</p> <p>16 Q. Well, you just told me that they do. I'm</p> <p>17 asking you as the representative of Spring Oaks,</p> <p>18 why does Spring Oaks credit report collection</p> <p>19 accounts?</p> <p>20 MR. ROSSMAN: Objection. Repetitive.</p> <p>21 Q. I mean, telling me it's a part of the</p> <p>22 collection account cycle, that doesn't -- that</p> <p>23 doesn't explain why Spring Oaks does it. So why</p> <p>24 does Spring Oaks do it?</p> <p>25 MR. ROSSMAN: Objection. Same objection.</p> <p style="text-align: right;">Page 163</p>
<p>1 MR. ROSSMAN: Objection. Argumentative.</p> <p>2 A. There may be an impact, but if they -- I</p> <p>3 mean, there's -- on the other hand, if they pay it</p> <p>4 off, there's a different kind of impact. So,</p> <p>5 again, there's lots of components that go into the</p> <p>6 algorithms of a score.</p> <p>7 Q. Right. I'm not asking a specific score.</p> <p>8 But you just said you know enough to know if they</p> <p>9 pay it off, there's a different impact. And I</p> <p>10 think we all know by that you don't mean that if</p> <p>11 they pay off a debt collection account it's a</p> <p>12 negative impact. I think you're saying that</p> <p>13 there's a positive impact, right?</p> <p>14 A. There could be.</p> <p>15 Q. Do you think if you paid off a debt</p> <p>16 collection account there could be a negative</p> <p>17 impact?</p> <p>18 MR. ROSSMAN: Objection. Calls for</p> <p>19 speculation. And objection. Foundation.</p> <p>20 Q. You can answer.</p> <p>21 A. If a consumer pays off a debt collection</p> <p>22 account, could there be a negative impact?</p> <p>23 Q. I mean, is that what Spring Oaks believes?</p> <p>24 A. I don't think so, but I don't know for</p> <p>25 sure.</p> <p style="text-align: right;">Page 162</p>	<p>1 Repetitive.</p> <p>2 Q. You can answer.</p> <p>3 A. I mean --</p> <p>4 MR. ROSSMAN: You've already asked this</p> <p>5 question.</p> <p>6 Q. You can answer.</p> <p>7 A. It does reflect why. Again, it's part of</p> <p>8 the collection -- I said it's part of the</p> <p>9 collection activity and credit lifecycle.</p> <p>10 Q. What part? What part of it?</p> <p>11 A. If a consumer is aware that Spring Oaks</p> <p>12 Capital now owns the account and is collecting on</p> <p>13 the account, you know, they know where to turn to</p> <p>14 to go ahead and make arrangements or they can</p> <p>15 dispute the account and handle the account as they</p> <p>16 determine.</p> <p>17 Q. And so is that --</p> <p>18 A. That may include paying it, it may include</p> <p>19 disputing.</p> <p>20 Q. And so is it your testimony today that the</p> <p>21 only reason Spring Oaks reports credit -- I'm sorry</p> <p>22 -- debt collection accounts is to assist a consumer</p> <p>23 in identifying Spring Oaks as the owner of the</p> <p>24 account or the collector of the account?</p> <p>25 A. No. That is not the only reason.</p> <p style="text-align: right;">Page 164</p>

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<p>1 Q. What else?</p> <p>2 A. It is also part of the collection</p> <p>3 activities. And, again, now the consumer is aware</p> <p>4 of, you know, who owns the account, who's reporting</p> <p>5 on the account, who's collecting on the account.</p> <p>6 Q. How is it a part of the collection</p> <p>7 activities?</p> <p>8 A. If a consumer identifies the account on</p> <p>9 their credit report, then they know where to --</p> <p>10 where to make payment.</p> <p>11 Q. Does Spring Oaks -- when we were talking</p> <p>12 earlier about risk analyst and that kind of thing,</p> <p>13 does Spring Oaks potentially subject itself to</p> <p>14 risks of civil liability by credit reporting?</p> <p>15 MR. ROSSMAN: Objection. Calls for a</p> <p>16 legal conclusion.</p> <p>17 Q. You can testify to that.</p> <p>18 A. Spring Oaks Capital is aware that by</p> <p>19 credit reporting consumer accounts to the credit</p> <p>20 reporting agencies that may result in civil suits</p> <p>21 being filed.</p> <p>22 Q. Right. So that would be a down side to</p> <p>23 credit reporting, right?</p> <p>24 A. Yes.</p> <p>25 Q. So given that Spring Oaks is not required</p> <p style="text-align: right;">Page 165</p>	<p>1 Q. That's all you're willing to say; is that</p> <p>2 right?</p> <p>3 MR. ROSSMAN: Objection.</p> <p>4 A. I think that's the answer.</p> <p>5 Q. But you're not willing to admit that by</p> <p>6 credit reporting it gives Spring Oaks leverage and</p> <p>7 assists them in putting pressure on consumers to</p> <p>8 pay debts that they might owe to Spring Oaks or</p> <p>9 that Spring --</p> <p>10 A. I wouldn't characterize it that way.</p> <p>11 Q. Okay. This is Exhibit 5 to your</p> <p>12 deposition that's on the screen. Bates SOC</p> <p>13 Robinson 25 through 43.</p> <p>14 (Plaintiff's Exhibit 5 was marked for</p> <p>15 identification.)</p> <p>16 Q. And these just appear to be, you know,</p> <p>17 various billing statements for the Indigo account.</p> <p>18 And y'all produced these. Were these documents</p> <p>19 ever provided to Mr. Robinson, if you know?</p> <p>20 A. The documents that were attached to the</p> <p>21 dispute response, those statements were e-mailed to</p> <p>22 Mr. Robinson.</p> <p>23 Q. And let me go back. One thing about the</p> <p>24 e-mail. So as a part of sending an e-mail, do</p> <p>25 y'all track whether or not the e-mail is received</p> <p style="text-align: right;">Page 167</p>
<p>1 to credit report and they can choose to, what would</p> <p>2 the upside to credit reporting be?</p> <p>3 MR. ROSSMAN: Objection. Confusing.</p> <p>4 Q. What would the benefit to Spring Oaks be</p> <p>5 to credit report?</p> <p>6 MR. ROSSMAN: Same objection. Also</p> <p>7 repetitive.</p> <p>8 Q. If they're facing political legal exposure</p> <p>9 by falsely credit reporting? You can answer.</p> <p>10 MR. ROSSMAN: Mischaracterizes previous</p> <p>11 testimony.</p> <p>12 A. I'm sorry. I missed the question because</p> <p>13 I think it's getting a little bit tangled up now.</p> <p>14 I actually thought I heard political thrown in</p> <p>15 there somewhere. Can you repeat the question?</p> <p>16 Q. Well, we talked about the potential down</p> <p>17 side to credit reporting and that it could lead to</p> <p>18 legal exposure, right? And so what would the up</p> <p>19 side or benefit be to Spring Oaks to credit report</p> <p>20 if they're not legally required to do so and don't</p> <p>21 have to do so?</p> <p>22 A. The collections activity. And, again, if</p> <p>23 the customer knows who's -- you know, who owns the</p> <p>24 account and is being reported on their credit</p> <p>25 report.</p> <p style="text-align: right;">Page 166</p>	<p>1 or bounces back?</p> <p>2 A. We do get notification if an e-mail is</p> <p>3 bounced back.</p> <p>4 Q. Okay. And did you get any kind of</p> <p>5 notification in this case?</p> <p>6 A. No.</p> <p>7 Q. All right. And you looked for that?</p> <p>8 A. Correct.</p> <p>9 Q. Okay. Do y'all receive a notification if</p> <p>10 the e-mail is opened?</p> <p>11 A. Not e-mails that come out of the e-mail</p> <p>12 box that we send to consumers to respond to</p> <p>13 disputes.</p> <p>14 Q. Okay. Do you receive some kind of</p> <p>15 notification if the e-mail ends up in a consumer</p> <p>16 spam folder?</p> <p>17 A. No.</p> <p>18 Q. Okay. I'm showing you Exhibit 6 to your</p> <p>19 deposition, which is a part of the TransUnion</p> <p>20 credit report for Mr. Robinson created on November</p> <p>21 25th, 2022.</p> <p>22 (Plaintiff's Exhibit 6 was marked for</p> <p>23 identification.)</p> <p>24 Q. Do you see that?</p> <p>25 A. Correct, yes, I do.</p> <p style="text-align: right;">Page 168</p>

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<p>1 Q. And going to the -- and it's Bates</p> <p>2 stamped, by the way, this is Robinson production</p> <p>3 150 and 202. So going to the Spring Oaks account,</p> <p>4 is this account information that Spring Oaks</p> <p>5 reported to the credit bureaus on Mr. Robinson?</p> <p>6 A. It appears to be except for the remarks.</p> <p>7 Q. Okay. And it says, account -- the remarks</p> <p>8 says, account previously in dispute, now resolved.</p> <p>9 Reported by credit grantor. Placed for collection.</p> <p>10 Did I read that -- is that what you're talking</p> <p>11 about?</p> <p>12 A. That's what I read on the page, yes.</p> <p>13 Q. Okay. So who reported that?</p> <p>14 A. What Spring Oaks Capital reported was an</p> <p>15 XH code.</p> <p>16 Q. Okay. And you're saying that's not an XH</p> <p>17 code?</p> <p>18 A. That doesn't say XH code. That has</p> <p>19 remarks.</p> <p>20 Q. Okay. I understand. But it's not going</p> <p>21 to say XH. XH is the code that Spring Oaks uses</p> <p>22 that tells the credit bureaus to report the account</p> <p>23 as account previously in dispute, now resolved,</p> <p>24 correct?</p> <p>25 A. Spring Oaks doesn't tell the -- Spring</p> <p style="text-align: right;">Page 169</p>	<p>1 compliance condition codes?</p> <p>2 A. Correct.</p> <p>3 Q. And Spring Oaks uses these codes -- Spring</p> <p>4 Oaks got the compliance condition codes that it</p> <p>5 uses I guess, what, from this manual?</p> <p>6 A. Correct.</p> <p>7 Q. And it says code XH, account previously in</p> <p>8 dispute. The data furnisher has completed its</p> <p>9 investigation. To be used for direct disputes</p> <p>10 under FCRA, FDCPA, and FCBA. Right? Did I read</p> <p>11 that right?</p> <p>12 A. You read that correctly, yes.</p> <p>13 Q. So are you telling me that when Spring</p> <p>14 Oaks puts in the HX code, it does not know or does</p> <p>15 not understand that what's going to come out on the</p> <p>16 other end at the credit bureaus is that language</p> <p>17 right there, account previously in dispute?</p> <p>18 A. That's a description of the code. The</p> <p>19 definition is reported when the investigation of a</p> <p>20 dispute by the data furnisher was completed.</p> <p>21 Q. Okay. Can you state that one more time?</p> <p>22 A. I will. It is on the document marked</p> <p>23 Exhibit 11 under XH. Definition: Reported when</p> <p>24 the investigation of a dispute by the data</p> <p>25 furnisher was completed.</p> <p style="text-align: right;">Page 171</p>
<p>1 Oaks just reports the code, the XH. It does not</p> <p>2 report any language or tell TransUnion or</p> <p>3 annualcreditreport.com what language to use.</p> <p>4 Q. So does Spring Oaks -- is it Spring Oaks'</p> <p>5 testimony that when they plug in the XH code, they</p> <p>6 have no idea what's going to be reported on the</p> <p>7 TransUnion credit report?</p> <p>8 A. No. I'm not saying has no idea. I'm</p> <p>9 saying that Spring Oaks does not dictate that</p> <p>10 specific verbiage.</p> <p>11 Q. But Spring Oaks knows that that's the</p> <p>12 verbiage that's going to end up on the credit</p> <p>13 report when it does an XH code, right?</p> <p>14 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>15 previous testimony.</p> <p>16 A. And I can't agree to that.</p> <p>17 Q. All right. So what does Spring Oaks think</p> <p>18 is going to happen when it uses an XH code?</p> <p>19 A. It identifies the account that has had an</p> <p>20 investigation completed by the credit grantor,</p> <p>21 which at this stage is Spring Oaks Capital.</p> <p>22 Q. All right. So looking back at Exhibit 11.</p> <p>23 The Consumer Data Industry Association Resource</p> <p>24 Guide 2022, Exhibit 8, compliance condition codes.</p> <p>25 And that's what we're talking about, correct,</p> <p style="text-align: right;">Page 170</p>	<p>1 Q. Okay. So what does that -- when you're</p> <p>2 supposed to use that code?</p> <p>3 A. That's how that code is defined.</p> <p>4 Q. Okay. So what is -- I guess I'm just</p> <p>5 confused. I don't understand what Spring Oaks</p> <p>6 thinks is going to happen when it uses that code.</p> <p>7 MR. ROSSMAN: Objection. Repetitive.</p> <p>8 A. The code is to signify than an</p> <p>9 investigation has been completed. That's how the</p> <p>10 code is defined.</p> <p>11 Q. Does Spring Oaks not understand though</p> <p>12 that that's -- for Spring Oaks that's what it</p> <p>13 signifies, but does it not understand that account</p> <p>14 previously in dispute, that that language is going</p> <p>15 to be the result of that code in the credit report?</p> <p>16 A. Spring Oaks doesn't dictate the language</p> <p>17 that's in the credit report.</p> <p>18 Q. So the language that's in the credit</p> <p>19 report was given to Spring Oaks by somebody else,</p> <p>20 right?</p> <p>21 MR. ROSSMAN: Objection. Mischaracterizes</p> <p>22 previous testimony.</p> <p>23 Q. Well, let me ask it this way. The</p> <p>24 language that results from that code XH, I think</p> <p>25 you're saying was not determined by Spring Oaks,</p> <p style="text-align: right;">Page 172</p>

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<p>1 right?</p> <p>2 A. Correct. Spring Oaks reports a code.</p> <p>3 Q. Okay. And one second. Let's see.</p> <p>4 Exhibit 6 last updated 11/18/22. So there's</p> <p>5 11/18/22 date reported to credit bureaus. Do you</p> <p>6 see that?</p> <p>7 A. Yes.</p> <p>8 Q. All right. And I understand that y'all</p> <p>9 didn't create that language, but does Spring Oaks</p> <p>10 -- is Spring Oaks aware of the fact that when it</p> <p>11 pushes that code that under remarks on the credit</p> <p>12 report this language is what's going to appear?</p> <p>13 MR. ROSSMAN: Objection. Repetitive.</p> <p>14 A. And I previously stated, that I can't say</p> <p>15 that that exact language is going to appear when</p> <p>16 that XH code is used.</p> <p>17 Q. Okay. So Spring Oaks has -- when they do</p> <p>18 XH, they have no idea what's going to happen on the</p> <p>19 credit reporting end; is that right?</p> <p>20 MR. ROSSMAN: Objection. Repetitive.</p> <p>21 A. No. That's not what I'm saying. What I'm</p> <p>22 saying --</p> <p>23 Q. What does Spring Oaks think is going to</p> <p>24 happen --</p> <p>25 MR. ROSSMAN: Let her answer the question. Page 173</p>	<p>1 still says account previously in dispute, now</p> <p>2 resolved reported by credit grantor. And you don't</p> <p>3 know how that got that, right?</p> <p>4 MR. ROSSMAN: Objection. Repetitive.</p> <p>5 Q. Is that correct?</p> <p>6 A. I'm saying I don't know -- you're saying</p> <p>7 that I don't know that's how that got there. What</p> <p>8 I'm saying is that Spring Oaks Capital did not</p> <p>9 dictate that language. We used an XH code to</p> <p>10 indicate that the investigation was complete.</p> <p>11 Q. Okay. Well, if you just wanted to say</p> <p>12 investigation was complete, would you mind reaching</p> <p>13 out to the credit bureaus and asking them if they</p> <p>14 can take that part out, account previously in</p> <p>15 dispute? Has Spring Oaks ever thought about doing</p> <p>16 that?</p> <p>17 MR. ROSSMAN: Objection. Calls for</p> <p>18 speculation.</p> <p>19 Q. Have they? You can answer.</p> <p>20 A. We haven't reached out to ask them to</p> <p>21 change that language.</p> <p>22 Q. Okay. Well, and if Spring Oaks does the</p> <p>23 code just because they complete the investigation</p> <p>24 and this is the remarks that ends up, do you</p> <p>25 believe that accurately represents what Spring Oaks Page 175</p>
<p>1 Let her answer, please. You asked her a question,</p> <p>2 let her answer.</p> <p>3 Q. All right. Go ahead.</p> <p>4 A. What I'm saying is that Spring Oaks</p> <p>5 reports the code. We understand the definition of</p> <p>6 the code, but I -- Spring Oaks does not know</p> <p>7 exactly what the report reporting agency may use in</p> <p>8 the remarks and does not dictate that.</p> <p>9 Q. Okay. So Exhibit 7 to your deposition is</p> <p>10 a credit report dated 7/28/23.</p> <p>11 (Plaintiff's Exhibit 7 was marked for</p> <p>12 identification.)</p> <p>13 Q. So here we have the Resurgent receivables.</p> <p>14 They did an investigation -- well, I won't say what</p> <p>15 they did. But it says here, account information</p> <p>16 disputed by consumer, FCRA. That's the other code,</p> <p>17 right, the XB code?</p> <p>18 MR. ROSSMAN: Objection. Foundation.</p> <p>19 A. I don't know.</p> <p>20 Q. You don't know?</p> <p>21 A. I don't know.</p> <p>22 Q. Spring Oaks does not know that?</p> <p>23 A. I don't know what triggered that remark on</p> <p>24 a trade line that doesn't belong to Spring Oaks.</p> <p>25 Q. Okay. Now, here's Spring Oaks and it Page 174</p>	<p>1 intends to report about the status of the debt?</p> <p>2 A. I mean, this does not say that the</p> <p>3 investigation was complete.</p> <p>4 Q. Okay.</p> <p>5 A. It says now resolved. The definition is</p> <p>6 investigation complete.</p> <p>7 Q. All right. And do you know how long this</p> <p>8 XH code has been in place?</p> <p>9 A. What do you mean this XH code has been in</p> <p>10 place?</p> <p>11 Q. Well, the XH code. Do you know how long</p> <p>12 it's been used by the industry?</p> <p>13 A. No, I do not.</p> <p>14 Q. Okay. Exhibit -- let's see. Exhibit 8.</p> <p>15 (Plaintiff's Exhibit 8 was marked for</p> <p>16 identification.)</p> <p>17 Q. I think I might have skipped one. Exhibit</p> <p>18 7 -- well, I'm going to offer 7 and 8. And 8 is</p> <p>19 basically the same thing. Exhibit 9, responses to</p> <p>20 discovery.</p> <p>21 (Plaintiff's Exhibit 9 was marked for</p> <p>22 identification.)</p> <p>23 Q. Did you assist in preparing these</p> <p>24 responses?</p> <p>25 A. Yes. Page 176</p>

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<p>1 Q. In regards to the investigation that was</p> <p>2 conducted into the dispute, have you told me about</p> <p>3 all the steps that were taken to investigate the</p> <p>4 dispute?</p> <p>5 A. Have I told you all of the steps?</p> <p>6 Q. Yes, ma'am. We went through what happened</p> <p>7 as a part of the investigation and dispute.</p> <p>8 A. We walked through the documentation</p> <p>9 reflecting the dispute investigation.</p> <p>10 Q. Okay. Were there other steps taken as a</p> <p>11 part of the investigation that were not in the</p> <p>12 documentation?</p> <p>13 A. Not that I'm aware of.</p> <p>14 Q. Okay. Then looking on -- at exhibit -- at</p> <p>15 this Exhibit 9. This is the last thing. Number 5.</p> <p>16 A. Yes.</p> <p>17 Q. Where we asked to identify the person or</p> <p>18 persons responsible for deciding on language used</p> <p>19 to mark Christopher Robinson's credit report.</p> <p>20 A. Yes.</p> <p>21 Q. Okay. So y'all refer to the Credit</p> <p>22 Reporting Resource Guide produced. Okay. I don't</p> <p>23 think that was actually produced. But is that the</p> <p>24 same document that I -- that we've looked at that</p> <p>25 I've discussed parts of as Exhibit --</p> <p style="text-align: right;">Page 177</p>	<p>1 SIGNATURE OF WITNESS</p> <p>2</p> <p>3 I, _____</p> <p>4 hereby certify that on this _____ day of</p> <p>5 _____ 2024, I have read the foregoing</p> <p>6 transcript and to the best of my knowledge it</p> <p>7 constitutes a true and accurate transcript of my</p> <p>8 testimony taken by oral deposition on May 31, 2024.</p> <p>9</p> <p>10</p> <p>11 _____</p> <p>12 WITNESS</p> <p>13</p> <p>14 Subscribed and sworn to</p> <p>15 before me this _____</p> <p>16 day of _____</p> <p>17 2024.</p> <p>18 _____</p> <p>19 NOTARY PUBLIC</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 179</p>
<p>1 A. I believe so.</p> <p>2 Q. -- Exhibit 11.</p> <p>3 MR. HERRING: Okay. That's all I have.</p> <p>4 MR. ROSSMAN: All right. We -- I don't</p> <p>5 have any questions. We do intend to read and sign</p> <p>6 off on the transcript.</p> <p>7 MR. HERRING: Okay. All right.</p> <p>8 THE WITNESS: Thank you.</p> <p>9 MR. HERRING: Thank y'all.</p> <p>10 MR. ROSSMAN: Thank you.</p> <p>11 THE VIDEOGRAPHER: The time is 3:01. We</p> <p>12 are off the record.</p> <p>13 (The video deposition of CATHERINE CALKO</p> <p>14 was concluded at 3:01 p.m.)</p> <p>15 --oOo--</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 178</p>	<p>1 C E R T I F I C A T E</p> <p>2</p> <p>3 STATE OF ALABAMA)</p> <p>4 ETOWAH COUNTY)</p> <p>5</p> <p>6 I hereby certify that the above and</p> <p>7 foregoing proceedings were taken down by me in</p> <p>8 stenotype, and the questions and answers thereto</p> <p>9 were reduced to computer print under my</p> <p>10 supervision, and that the foregoing represents a</p> <p>11 true and correct transcript of the proceedings</p> <p>12 given by said witness upon said hearing.</p> <p>13</p> <p>14 I further certify that I am neither of</p> <p>15 counsel nor of kin to the parties to the action,</p> <p>16 nor am I in anywise interested in the result of</p> <p>17 said cause.</p> <p>18</p> <p>19 Signed the 14th day of June 2024.</p> <p>20</p> <p>21 _____</p> <p>22 Dannah Moody</p> <p>23 ACCR #688 - Expires September 30th, 2024</p> <p>24 CCR, Commissioner State of Alabama</p> <p>25 My Commission Expires April 7th, 2026</p> <p style="text-align: right;">Page 180</p>

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

CHRISTOPHER ROBINSON)
)
 Plaintiff,)
)
 v.)
)
 SPRING OAKS CAPITAL, LLC,)
 et. al.)
)
 Defendant.)

CIVIL ACTION NO.:

2:23-cv-01381-AMM



**NOTICE OF DEPOSITION PURSUANT TO FED. R. CIV. P. 30(b)(6) OF SPRING
OAKS CAPITAL, LLC**

TO: Counsel for Spring Oaks Capital

YOU ARE HEREBY NOTIFIED that, pursuant to Fed. R. Civ. P. 30(b)(6), the deposition of Spring Oaks Capital ("Spring Oaks") will be taken at the offices of Watts & Herring, LLC, 301 19th Street North, Birmingham, AL 35203 and/or by video conference or Zoom, on May 31, 2024, at 9:00 am, CST.

Spring Oaks is requested to designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and who can testify as to the following matters:

1. The Receipt and Processing of Dispute Letters at the time you received and processed Christopher Robinson, including:

- a. Policies and procedures relating to the receipt and processing of consumer dispute letters;
 - b. Specific processes employed upon receiving a dispute letter from Christopher Robinson on or about October 3, 2022; and
 - c. Training provided to employees related to receipt and processing consumer dispute letters from 2021 to present.
2. Investigation of Disputes in place at the time you received and processed Christopher Robinson, including:
 - a. Policies, methodologies and procedures for investigating consumer disputes;
 - b. Specific steps and procedures followed in investigating the dispute from Christopher Robinson; and
 - c. Criteria or guidelines for determining the outcome of a dispute investigation.
3. Decision Making on Credit Report Markings in place at the time you received and processed Christopher Robinson, including:
 - a. The general decision-making process for choosing specific language or markings on a consumer's credit report post-dispute;
 - b. Rationale or considerations behind the decision to use the language "Account previously in dispute-now resolved" in Christopher Robinson's case;
 - c. Comparisons or discussions surrounding the industry standard language "Account information disputed by consumer" versus SPRING OAKS' chosen language for Christopher Robinson.
 - d. Any policies, procedures, memoranda or training materials governing, detailing or prescribing the decision, rationale or considerations to use the language

"Account previously in dispute-now resolved" in response to a consumer dispute at or near the time of Christopher Robinson's dispute to SPRING OAKS;

e. Any policies, procedures, memoranda or training materials governing, detailing or prescribing the decision, rationale or considerations to not use the language

"Account information disputed by consumer" in response to a consumer dispute at or near the time of Christopher Robinson's dispute to SPRING OAKS;

4. Communication with Credit Reporting Agencies at the time you received and processed Christopher Robinson, including:

a. Spring Oaks general communication practices and protocols with credit reporting agencies such as Equifax, Experian and TransUnion;

b. Specific communications relating to Christopher Robinson's dispute and subsequent report markings.

5. Involvement of Third-Party Vendors or Contractors at the time you received and processed Christopher Robinson, including:

a. Policies or procedures involving third-party vendors or contractors in the dispute process; and

b. Specific involvement, if any, of third-party vendors or contractors in Christopher Robinson's dispute handling.

6. Performance Metrics and Goals in place at the time you received and processed Christopher Robinson, including:

a. Any performance metrics, incentives, or goals related to the handling and resolution of consumer disputes within SPRING OAKS;

b. How these metrics, incentives, or goals have changed over the last 3 years.

c. Metrics, incentives or goals for the individual(s) that handled, processed, investigated Mr. Robinson's dispute and/or credit reported Mr. Robison's account after his dispute;

d. Status of the Metrics, incentives or goals for the individual(s) that handled, processed, investigated Mr. Robinson's dispute and/or credit reported Mr. Robison's account after his dispute;

7. The identities, job titles, training and responsibilities for any employee, agent, individual or third party vendor who received, processed, investigated, responded to, credit reported or was involved in any manner with Christopher Robinson's letter dated September 27, 2022 and received on or about October 3, 2022.

8. The steps and actions taken by SPRING OAKS or anyone acting on its behalf to investigate Christoher Robinson's dispute the subject of this action.

9. The steps and actions taken by SPRING OAKS or anyone acting on its behalf to update Christoher Robinson's account information to the credit bureaus, including but not limited to Equifax, Experian, Trans Union and Innovis after you received Christopher Robinson's dispute the subject of this action.

10. The rationale or reasoning behind choosing the language "Account previously in dispute-now resolved" for marking Christoher Robinson's credit report.

11. Why SPRING OAKS did not use the language "Account information disputed by consumer" in marking Christoher Robinson's credit report.

12. Any communications, instructions, or guidelines given to or received from Equifax, Experian and TransUnion or any other entity concerning the marking of Christopher Robinson's account.

13. Any and all changes or updates made to Christoher Robinson's credit report from the date of receipt of the dispute letter to the present.
14. The identities of any third-party vendors or contractors involved in any part of the process from receiving Christoher Robinson's dispute letter the subject of this action to marking Christoher Robinson's credit report.
15. Software tools or platforms used in the dispute investigation process, including but not limited to those used for credit reporting.
16. The qualifications, training, and experience of the person or persons responsible for marking, changing, or updating Christoher Robinson's credit report.
17. Any communications (e.g., email, call, text, letter) and their respective dates, initiated by SPRING OAKS towards Christopher Robinson since the receipt of the dispute letter.
18. Any internal policies, procedures, guidelines, or training materials related to the changing, altering, or updating a consumer's credit information to the credit bureaus for the time period 12 months prior to receiving Christoher Robinson's dispute letter up to the present date.
19. Any internal policies, procedures, guidelines, or training materials related to the changing, altering or updating a consumer's credit information to the credit bureaus when you receive a letter from the consumer disputing the alleged debt you are collecting or in response to a letter from the consumer disputing the alleged debt you are collecting for the time period 12 months prior to receiving Christoher Robinson's dispute letter up to the present date.
20. Any and all policies, procedures, guidelines, training materials and documents evidencing the decision-making process on how to mark Christoher Robinson's credit report post the receipt of the dispute letter from 2018 to present.

21. All communications, including emails, memos, letters, and other documents, between SPRING OAKS and credit reporting agencies like Equifax, Experian and TransUnion regarding Christoher Robinson's account from 12 months prior to receiving the dispute letter up to the present date.
22. Any internal documents, studies, or research discussing the implications of different credit report markings on consumers' credit scores or creditworthiness.
23. The full credit reporting history of Christopher Robinson as held or accessed by SPRING OAKS.
24. All data, information, documents, communications, or records to or from any third-party vendors or contractors involved in any part of the process from receiving, processing, and investigating Christoher Robinson's dispute letter related to or describing the processes, procedures or practices for handling or investigating and disputes and also for to marking, changing, altering or updating Christoher Robinson's credit information with the credit bureaus.
25. All records of internal discussions or meetings related to Christoher Robinson's dispute, its investigation, and subsequent credit report marking, changes or updates with the credit bureaus.
26. Your account notes, by whatever name called, for Christopher Robinson's alleged debt on which you were collecting or attempting to collect that is the subject of this action documenting all actions taken on the alleged account, communications (internally or otherwise), investigations of any disputes by Christoher Robinson, correspondence received and sent, and/or any credit reporting.

DOCUMENT REQUEST: Please produce any and all documents, including but not limited to internal policies, procedures, guidelines, training materials, communications, reports, studies, and memos related to the above-listed topics for the time frame of 12 months prior to September 27, 2022, to the present (unless otherwise specified).

Respectfully Submitted,

/s/ Patricia S. Lockhart

Patricia S. Lockhart (LOC023)

Watts & Herring, LLC

The Kress Building

301 19th Street North

Birmingham, Alabama 35203

(256) 276-2527

patricia@wattsherring.com

Attorneys for Plaintiff

/s/ M. Stan Herring

John G. Watts (WAT056)

M. Stan Herring (HER037)

Watts & Herring, LLC

The Kress Building

301 19th Street North

Birmingham, Alabama 35203

(205) 879-2447

(888) 522-7167 *facsimile*

john@wattsherring.com

stan@wattsherring.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on **01/10/24** a copy of the foregoing has been served on the following counsel for by using the CM/ECF system, U.S. Mail, postage prepaid and properly addressed and/or email to the email addresses below:

John K Rossman

ROSSMAN ATTORNEY GROUP PLLC

4628 Bruce Avenue

Edna, MN 55424

952-201-1507

Email: john.rossman@rossmanattorneygroup.com

Neal D Moore , III

CHRISTIAN AND SMALL LLP

505 20th Street North

Suite 1800

Birmingham, AL 35203

205-795-6588

Fax: 205-328-7234

Email: ndmoore@csattorneys.com

L Jackson Young , Jr

CHRISTIAN AND SMALL, LLP

505 North 20TH Street, Ste. 1800

Birmingham, AL 35242

205-795-6588

Fax: 205-328-7234

Email: LJYoung@csattorneys.com

***Counsel for the defendant
Spring Oaks Capital, LLC***

/s/ Patricia S. Lockhart
OF COUNSEL

OCT 03 2022

September 27, 2022

By Certified Mail

SPRING OAKS CAPITAL LLC

PO BOX 1216

CHESAPEAKE, VA 23327

Dear Sir or Madam:

I understand you are claiming that I owe you and/or your client money.

I'm disputing this debt (and all other debts you claim that I have). You can find all the debts you claim to have on me – I dispute them all. Please note I do **NOT** want you to send me any information – I simply want you to know that I dispute any debts you claim to have on me. This is not a request for validation or verification. I am not interested in you sending me any documentation.

If you want to communicate with me, there are only two convenient ways I want you to communicate with me – text and email. All other ways are inconvenient, and I do not want you to communicate with me in any way other than email or text. You can email me at redbones1094@gmail.com and you can text me at (256) 612-1392.

The only convenient times to communicate with me (only by text and email) are Monday to Friday from 1 pm to 4 pm. All other times are inconvenient for me so only communicate with me from 1 pm to 4 pm.

Thank you.

CHRISTOPHER ROBINSON

Date of Birth: **Rule 5-2** 1982

Last 4 Social: XXX-XX-1094

20 BURNEY MOUNTAIN RD

FALKVILLE, AL 35622

COMPLAINT _____
 DISPUTE notary
 ATTY REP _____
 BK _____
 DECEASED _____
 SETTLEMENT _____
 DSA _____
 POA _____
 LAWSUIT _____
 CERTIFIED notary
 GENERAL _____

PLAINTIFF'S
EXHIBIT**2**

Date: October 31, 2022



Christopher B Robinson
20 BURNEY MOUNTAIN RD

FALKVILLE, AL 35622

Post Office Box 1216
Chesapeake, VA 23327-1216
Toll Free Number: 866-281-3065
Office Hours:
M-Thurs. 8am-9pm EST
F 8am-6pm EST

ACCOUNT INFORMATION

Original Creditor: Celtic Bank
Original Account No.: **Rule 5-2** 3527
Current Creditor: Spring Oaks Capital SPV, LLC
Reference No.: **Rule 5-2** 1371
Balance: \$675.09

Dear Christopher B Robinson,

Our office is in receipt of your dispute and/or request for validation of the debt. Please be advised that we have reviewed your account and have confirmed the name and amount owed on the account. Based on our investigation of your dispute, we have determined that you are the correct consumer listed for this account.

Enclosed you will find documents associated with your account provided in response to your dispute and/or request for validation. Should you have any questions regarding this account, please feel free to contact us.

Thank you,

Spring Oaks Capital, LLC

We are a debt collector, but this is not an attempt to collect a debt.



SEE FOLLOWING PAGES FOR IMPORTANT INFORMATION

SOC_ROBINSON 000001

For Connecticut Residents

This collection agency is licensed in Connecticut, License number CCA-1916692. NMLS #1916692.

For Colorado Residents:

The address and telephone number of our local office is as follows: Colorado Manager, Inc., 8690 Wolff Court, Suite 110, Westminster, CO 80031 (Phone 303-920-4763).

For Massachusetts Residents:

NOTICE OF IMPORTANT RIGHTS

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

For Minnesota Residents:

This collection agency is licensed by the Minnesota Department of Commerce.

For North Carolina Residents:

Spring Oaks Capital, LLC's North Carolina company number is as follows: 119507661.

For New York Residents:

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: 1. Supplemental security income, (SSI); 2. Social security; 3. Public assistance (welfare); 4. Spousal support, maintenance (alimony) or child support; 5. Unemployment benefits; 6. Disability benefits; 7. Workers' compensation benefits; 8. Public or private pensions; 9. Veterans' benefits; 10. Federal student loans, federal student grants, and federal work study funds; and 11. Ninety percent of your wages or salary earned in the last sixty days.

For New York City Residents:

You may also reach us by calling Tim Rees at 866-539-7554. New York City Department of Consumer Affairs License Number(s): 2097110-DCA.

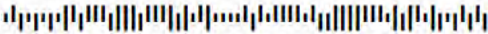
For Tennessee Residents:

Spring Oaks Capital, LLC is licensed by the Collection Service Board of the Department of Commerce and Insurance.

SOC_ROBINSON 000002

Rule 5-2 3527

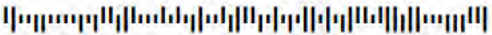
GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477



GENESIS FS CARD SERVICES
PO BOX 23039
COLUMBUS GA 31902-3039

Make check/money
order payable to

Account Number 3527
New Balance \$304.00
Minimum Payment Due \$44.00
Payment Due Date 07/18/21
AMOUNT ENCLOSED \$



CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

**0000000

Please write your account number on your check/money order
and do not send cash.

Address/Phone Number Change

☐ Please check here and complete Address/Phone
Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo®

MASTERCARD ACCOUNT STATEMENT

3527
May 23, 2021 - June 21, 2021



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$0.00
Overlimit Amount	\$4.00
Statement Closing Date	June 21, 2021
# of Days in Billing Cycle	30

Purchase/Cash Advance Balance Summary	
Previous Balance	\$0.00
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$224.54
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$79.46
Interest Charged	\$0.00
New Purchase/Cash Advance Balance	\$304.00

Payment Information	
Total New Balance	\$304.00
Minimum Payment Due	\$44.00
Payment Due Date	July 18, 2021

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	9 month(s)	\$341
If you would like information about credit counseling services, call 1-866-946-9545.		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

YOUR ACCOUNT IS CURRENTLY \$4.00 OVER YOUR \$300.00 CREDIT LINE.
PLEASE REMIT THIS TO US IMMEDIATELY.

Transactions				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
25247801157000822107068	06/06	06/07	HARDEES 1501387 HARTSELLE AL	\$6.00
52708241158838000426022	06/06	06/07	HARTSELLE FOODMART HARTSELLE AL	\$10.00
55548071157400000000114	06/06	06/07	JACK'S # 241 Q22 HARTSELLE AL	\$10.53
52708241158838000426006	06/06	06/07	HARTSELLE FOODMART HARTSELLE AL	\$15.19
52704871157838000793529	06/05	06/07	TACO BELL #037141 HARTSELLE AL	\$16.93
55309591157838001136872	06/05	06/07	O'REILLY AUTO PARTS 10 HARTSELLE AL	\$162.39
25247801159001081098640	06/08	06/09	BUFFALO ROCK VENDING H HUNTSVILLE AL	\$1.75
25247801160001115314879	06/09	06/10	BUFFALO ROCK VENDING H HUNTSVILLE AL	\$1.75

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
75013011491740000000000	05/29	05/31	ANNUAL FEE	\$75.00
	06/21	06/21	CREDIT PROTECTION FEES	\$4.46
TOTAL FEES FOR THIS PERIOD				\$79.46

2021 Totals Year-to-Date	
Total fees charged in 2021	\$79.46
Total interest charged in 2021	\$0.00

3527

indigo®

MASTERCARD ACCOUNT STATEMENT
[REDACTED] 527
May 23, 2021 - June 21, 2021



Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
<u>Type of Balance</u>	<u>Annual Percentage Rate (APR)</u>	<u>Balance Subject to Interest Rate</u>	<u>Interest Charge</u>
Purchases	29.90%	\$0.00	\$0.00
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

- A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

- Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
- A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

3527

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477

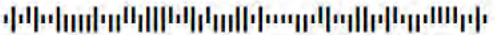


GENESIS FS CARD SERVICES
PO BOX 23039
COLUMBUS GA 31902-3039

Make check/money
order payable to

Account Number 3527
New Balance \$675.09
Minimum Payment Due \$419.09
Payment Due Date 02/18/22
AMOUNT ENCLOSED \$

Please write your account number on your check/money order
and do not send cash.



CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

**0000000

Address/Phone Number Change

☐ Please check here and complete Address/Phone
Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo®

MASTERCARD ACCOUNT STATEMENT
December 21, 2021 - January 19, 2022



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$281.00
Overlimit Amount	\$375.09
Statement Closing Date	January 19, 2022
# of Days in Billing Cycle	30

Purchase/Cash Advance Balance Summary	
Previous Balance	\$619.66
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$40.00
Interest Charged	\$15.43
New Purchase/Cash Advance Balance	\$675.09

Payment Information	
Total New Balance	\$675.09
Minimum Payment Due	\$419.09
Payment Due Date	February 18, 2022

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	12 month(s)	\$746
If you would like information about credit counseling services, call 1-866-946-9545.		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

YOUR MINIMUM PAYMENT INCLUDES ANY OVERLIMIT AND PAST DUE AMOUNTS.
PLEASE REMIT IMMEDIATELY.

Your statement will soon be updated. We have made changes to make it easier to read and understand. In addition, we will be upgrading our website which may temporarily limit access to some parts of the site.

Important:
Your due date will change to the 22nd of the month starting in March 2022.

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	01/19	01/19	LATE PAYMENT CHARGE	\$40.00
			TOTAL FEES FOR THIS PERIOD	\$40.00

Interest Charged				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	01/19	01/19	INTEREST CHARGE PURCHASE	\$15.43
			TOTAL INTEREST FOR THIS PERIOD	\$15.43

2022 Totals Year-to-Date	
Total fees charged in 2022	\$40.00
Total interest charged in 2022	\$15.43

3527

indigo®

MASTERCARD ACCOUNT STATEMENT
[REDACTED] 3527
December 21, 2021 - January 19, 2022



Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
<u>Type of Balance</u>	<u>Annual Percentage Rate (APR)</u>	<u>Balance Subject to Interest Rate</u>	<u>Interest Charge</u>
Purchases	29.90%	\$619.66	\$15.43
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

- A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

- Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
- A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

To: Christopher B Robinson
20 Burney Mountain Rd
Falkville, AL 35622-5700



SPRING OAKS CAPITAL

1400 Crossways Blvd, STE 100 B
Chesapeake, VA 23320
Toll Free Number: 866-281-3065
Office Hours:
M-Thurs, 8am-9pm EST, F 8am-6pm EST

Reference: [REDACTED] 1371

Spring Oaks Capital, LLC is a debt collector. We are trying to collect a debt that is now owned by Spring Oaks Capital SPV, LLC. We will use any information you give us to help collect the debt.

Our information shows:

You had an Indigo Mastercard account originated with Celtic Bank with account number [REDACTED] 3527. The creditor on 01/20/2022 was Celtic Bank. Your Celtic Bank account is now owned by Spring Oaks Capital SPV, LLC.

As of 01/20/2022 you owed:		\$675.09
Between 01/20/2022 and today:		
You were charged this amount in interest:	+	\$0.00
You were charged this amount in fees:	+	\$0.00
You paid or were credited this amount toward the debt:	-	\$0.00
Total amount of the debt now:		\$675.09

How can you dispute the debt?

- **Call or write to us by May 15, 2022, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by May 15, 2022,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by May 15, 2022, we must stop collection until we send you that information. You may use the form below or write to us without the form.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- **Contact us about your payment options by visiting www.springoakscapital.com or calling 866-281-3065.**

SEE REVERSE SIDE FOR OTHER IMPORTANT INFORMATION

✂

DEPT 914 4379812922040
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED



CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

How do you want to respond?

Check all that apply:

- ☐ **I want to dispute the debt because I think:**
- ☐ This is not my debt.
 - ☐ The amount is wrong.
 - ☐ Other (please describe on reverse or attach additional information).
- ☐ **I want you to send me the name and address of the original creditor.**
- ☐ **I enclosed this amount:** \$ [REDACTED]

Make your check payable to Spring Oaks Capital, LLC. Include the reference number [REDACTED] 1371.

Mail this form to:

SPRING OAKS CAPITAL, LLC
ATTN: CORRESPONDENCE DEPT
PO BOX 1216
CHESAPEAKE VA 23327-1216



SOC_ROBINSON 000009

As required by law, you are hereby notified that a negative credit agency report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. This does not affect your right to dispute the debt as set forth in this letter.

FACTS	What does Spring Oaks Capital, LLC, and its affiliates, including Spring Oaks Capital SPV, LLC (collectively "Spring Oaks", "us", or "we") do with your personal information?																						
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.																						
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">▪ Social Security Number and Date of Birth▪ Address and Telephone Number <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>																						
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Spring Oaks chooses to share; and whether you can limit this sharing.																						
<table><tr><th>Reasons we can share your personal information</th><th>Does Spring Oaks share?</th><th>Can you limit this sharing?</th></tr><tr><td>For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.</td><td>Yes</td><td>No</td></tr><tr><td>For our marketing purposes - to offer our products and services to you</td><td>No</td><td>No</td></tr><tr><td>For joint marketing with other financial companies</td><td>No</td><td>No</td></tr><tr><td>For our affiliates' everyday business purposes - information about your transactions and experiences</td><td>Yes</td><td>No</td></tr><tr><td>For our affiliates' everyday business purposes - information about your creditworthiness</td><td>Yes</td><td>No</td></tr><tr><td>For nonaffiliates to market to you</td><td>No</td><td>No</td></tr></table>			Reasons we can share your personal information	Does Spring Oaks share?	Can you limit this sharing?	For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No	For our marketing purposes - to offer our products and services to you	No	No	For joint marketing with other financial companies	No	No	For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No	For our affiliates' everyday business purposes - information about your creditworthiness	Yes	No	For nonaffiliates to market to you	No	No
Reasons we can share your personal information	Does Spring Oaks share?	Can you limit this sharing?																					
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No																					
For our marketing purposes - to offer our products and services to you	No	No																					
For joint marketing with other financial companies	No	No																					
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No																					
For our affiliates' everyday business purposes - information about your creditworthiness	Yes	No																					
For nonaffiliates to market to you	No	No																					
Questions?	Call 866-281-3065 or go to www.springoakscapital.com																						

Who we are	
Who is providing this notice?	Spring Oaks Capital LLC, and its affiliates, including Spring Oaks Capital SPV, LLC
What we do	
How does Spring Oaks protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Spring Oaks collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ call us or email us ▪ use our online portal or write us
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes - information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other important information	
Please refer to the following reference number if you need to contact us with any questions: <div style="background-color: black; color: black;">[REDACTED]</div> 1371.	

Create Date	Note	Username	Type	Agency #	Job ID	Job Task ID	Action Path ID
10/2/2023 8:10	ccalko viewed this account	ccalko	VIEW	1371			
10/2/2023 8:07	ccalko viewed this account	ccalko	VIEW	1371			
9/29/2023 15:18	tmckoy viewed this account	tmckoy	VIEW	1371			
9/29/2023 7:24	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
9/26/2023 16:37	ccalko viewed this account	ccalko	VIEW	1371			
9/26/2023 10:32	ccalko viewed this account	ccalko	VIEW	1371			
9/26/2023 10:16	ccalko viewed this account	ccalko	VIEW	1371			
9/26/2023 8:28	ccalko viewed this account	ccalko	VIEW	1371			
9/26/2023 8:04	ccalko viewed this account	ccalko	VIEW	1371			
9/26/2023 8:02	ccalko viewed this account	ccalko	VIEW	1371			
9/26/2023 7:49	ablady viewed this account	ablady	VIEW	1371			
9/26/2023 7:45	ablady viewed this account	ablady	VIEW	1371			
9/22/2023 6:55	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
9/21/2023 8:54	yklinger viewed this account	yklinger	VIEW	1371			
9/21/2023 8:47	yklinger viewed this account	yklinger	VIEW	1371			
9/21/2023 8:36	yklinger viewed this account	yklinger	VIEW	1371			
9/21/2023 8:32	yklinger viewed this account	yklinger	VIEW	1371			
9/20/2023 21:00	Attorney Representation changed from [] to [true]	job	DEBT	1371	16551	27595	
9/20/2023 20:26	ablady viewed this account	ablady	VIEW	1371			
9/20/2023 20:21	ablady viewed this account	ablady	VIEW	1371			
9/20/2023 20:20	Form COMPLAINT_TRACKING added	ablady	DEBT	1371			
9/20/2023 20:20	ablady viewed this account	ablady	VIEW	1371			
9/20/2023 20:18	Form COMPLAINT_TRACKING added	ablady	DEBT	1371			
9/20/2023 20:18	ablady viewed this account	ablady	VIEW	1371			
9/20/2023 20:15	Form ATTORNEY_REPRESENTATION added	ablady	DEBT	1371			
9/20/2023 20:15	ablady viewed this account	ablady	VIEW	1371			
9/20/2023 20:13	Lawsuit received	ablady	USER	1371			
9/20/2023 20:13	ablady viewed this account	ablady	VIEW	1371			
9/20/2023 20:12	Do Not Txt changed from [false] to [true]	ablady	DEBT	1371			12870
9/20/2023 20:12	Do Not Email changed from [false] to [true]	ablady	DEBT	1371			12870
9/20/2023 20:12	Status changed from [ACT] to [ATTY]	ablady	DEBT	1371			
9/20/2023 20:12	Document Complaint-served 9-20-2023.pdf uploaded	ablady	DOCUMENT	1371			
9/20/2023 20:11	ablady viewed this account	ablady	VIEW	1371			
9/20/2023 20:11	Worklist changed from [Active Inventory] to [Complaints (Formal)]	ablady	WORKLIST	1371			
9/20/2023 20:08	ablady viewed this account	ablady	VIEW	1371			
9/20/2023 20:05	ablady viewed this account	ablady	VIEW	1371			
9/15/2023 4:50	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
9/11/2023 22:07	Primary Phone (662) 280-9171 status changed from NEW to INACTIVE	job	DEMOGRAPHIC	1371	17015	28456	
9/11/2023 14:37	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
9/10/2023 12:29	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
9/8/2023 4:58	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
9/7/2023 6:09	Settlement Offer Date changed from [08/02/2023] to [09/06/2023]	job	DEBT	1371	13737	24378	
9/7/2023 6:09	Settlement Offer Amount changed from [\$385.00] to [\$375.00]	job	DEBT	1371	13737	24378	
9/4/2023 15:05	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
9/1/2023 4:40	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
8/26/2023 0:51	Primary demographic, Cell Phone changed from [REDACTED] to [REDACTED]	job	DEMOGRAPHIC	1371	16948	29143	
8/26/2023 0:51	Primary demographic, Phone Main changed from [REDACTED] to [REDACTED]	job	DEMOGRAPHIC	1371	16948	29143	
8/26/2023 0:51	Primary Phone [REDACTED]-1392 status changed from INACTIVE to ACTIVE	job	DEMOGRAPHIC	1371	16948	29143	
8/25/2023 4:51	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
8/20/2023 14:38	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
8/18/2023 7:20	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
8/15/2023 1:33	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
8/15/2023 1:26	Flag PBI_DEMO_SEND removed	job	DEBT_FLAG	1371	17848	30022	17358
8/15/2023 1:26	Flag PBI_DEMO_SEND_N2_DELETE added	job	DEBT_FLAG	1371	17848	30022	17355
8/15/2023 0:48	Flag PBI_DEMO_SEND added	job	DEBT_FLAG	1371	17848	30020	17353



SOC_ROBINSON 000013

8/13/2023 14:44	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
8/11/2023 4:51	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
8/8/2023 0:48	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
8/6/2023 14:27	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
8/5/2023 13:55	Flag PBI_DEMO_SEND removed	job	DEBT_FLAG	371	17848	30022	17358
8/5/2023 13:55	Flag PBI_DEMO_SEND_DELETE added	job	DEBT_FLAG	371	17848	30022	17355
8/5/2023 13:46	Flag PBI_DEMO_SEND added	job	DEBT_FLAG	371	17848	30020	17353
8/4/2023 4:45	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
8/2/2023 16:53	Settlement Offer Date changed from [06/01/2023] to [08/02/2023]	job	DEBT	371	13739	24380	
8/2/2023 16:53	Settlement Offer Amount changed from [\$410.00] to [\$385.00]	job	DEBT	371	13739	24380	
7/31/2023 14:14	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
7/30/2023 12:22	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
7/28/2023 4:38	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
7/25/2023 1:17	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
7/23/2023 14:52	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
7/21/2023 6:04	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
7/17/2023 23:25	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
7/16/2023 14:07	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
7/14/2023 7:32	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
7/10/2023 10:11	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
7/9/2023 11:34	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
7/7/2023 7:19	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
7/3/2023 21:55	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
7/2/2023 13:35	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
6/30/2023 7:26	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
6/23/2023 4:35	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
6/19/2023 12:22	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
6/18/2023 11:39	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
6/16/2023 15:15	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	
6/16/2023 7:21	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
6/12/2023 20:27	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
6/11/2023 13:42	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
6/9/2023 7:29	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
6/5/2023 9:24	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
6/4/2023 11:16	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
6/2/2023 10:03	Settlement Offer Date changed from [05/02/2023] to [06/01/2023]	job	DEBT	371	13738	24379	
6/2/2023 10:03	Settlement Offer Amount changed from [\$440.00] to [\$410.00]	job	DEBT	371	13738	24379	
6/2/2023 4:38	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
5/29/2023 21:30	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
5/28/2023 13:34	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
5/26/2023 4:39	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
5/22/2023 6:22	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
5/19/2023 4:34	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
5/14/2023 11:15	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
5/12/2023 5:02	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
5/8/2023 11:38	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
5/7/2023 11:18	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
5/5/2023 7:09	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
5/3/2023 8:36	Settlement Offer Date changed from [03/07/2023] to [05/02/2023]	job	DEBT	371	13738	24379	
5/3/2023 8:36	Settlement Offer Amount changed from [\$320.00] to [\$440.00]	job	DEBT	371	13738	24379	
5/1/2023 9:45	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
4/30/2023 9:22	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
4/28/2023 4:40	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
4/27/2023 1:08	Primary Phone [REDACTED]-2772 created	job	DEMOGRAPHIC	371	7269	15609	
4/21/2023 4:47	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
4/17/2023 11:17	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
4/16/2023 11:22	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748

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4/14/2023 8:08	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
4/10/2023 21:29	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
4/9/2023 13:19	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
4/7/2023 4:27	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
4/3/2023 7:59	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
4/2/2023 10:47	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
3/31/2023 4:28	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
3/30/2023 6:20	Letter S123 not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	16075	26950	
3/30/2023 1:09	Flag SO_SinglePay_GMAIL removed	job	DEBT_FLAG	1371	16074	26948	15710
3/30/2023 1:09	Flag SO_SinglePay_SNAIL_SCHEDULETODAY removed	job	DEBT_FLAG	1371	16074	26948	15554
3/29/2023 23:50	Letter Settlement Offer-single payment scheduled to be sent on 03/29/2023	job	LETTER	1371	16074	26946	15709
3/29/2023 22:15	Flag SO_SinglePay_SNAIL_SCHEDULETODAY added	job	DEBT_FLAG	1371	16074	26945	15557
3/29/2023 11:40	Flag SO_SinglePay_GMAIL added	job	DEBT_FLAG	1371	14958	25634	
3/27/2023 17:48	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
3/26/2023 12:43	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
3/25/2023 4:55	Letter S123 not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	16075	26950	
3/25/2023 2:02	Flag SO_SinglePay_GMAIL removed	job	DEBT_FLAG	1371	16074	26948	15710
3/25/2023 2:02	Flag SO_SinglePay_SNAIL_SCHEDULETODAY removed	job	DEBT_FLAG	1371	16074	26948	15554
3/25/2023 0:00	Letter Settlement Offer-single payment scheduled to be sent on 03/25/2023	job	LETTER	1371	16074	26946	15709
3/24/2023 22:07	Flag SO_SinglePay_SNAIL_SCHEDULETODAY added	job	DEBT_FLAG	1371	16074	26945	15557
3/24/2023 4:54	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
3/21/2023 15:40	Flag SO_SinglePay_GMAIL added	job	DEBT_FLAG	1371	14958	25634	
3/20/2023 7:05	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
3/19/2023 9:48	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
3/17/2023 4:52	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
3/13/2023 15:53	Letter S123 not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	16075	26950	
3/13/2023 11:35	Flag SO_SinglePay_GMAIL removed	job	DEBT_FLAG	1371	16074	26948	15710
3/13/2023 11:35	Flag SO_SinglePay_SNAIL_SCHEDULETODAY removed	job	DEBT_FLAG	1371	16074	26948	15554
3/13/2023 9:49	Letter Settlement Offer-single payment scheduled to be sent on 03/13/2023	job	LETTER	1371	16074	26946	15709
3/13/2023 9:41	Flag SO_SinglePay_SNAIL_SCHEDULETODAY added	job	DEBT_FLAG	1371	16074	26945	15557
3/13/2023 9:14	Flag SO_SinglePay_GMAIL added	job	DEBT_FLAG	1371	14958	25634	
3/10/2023 5:53	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
3/8/2023 7:18	Settlement Offer Date changed from [01/19/2023] to [03/07/2023]	job	DEBT	1371	13744	24385	
3/8/2023 7:18	Settlement Offer Amount changed from [\$325.00] to [\$320.00]	job	DEBT	1371	13744	24385	
3/6/2023 12:34	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
3/5/2023 12:15	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
3/3/2023 6:07	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
3/3/2023 3:21	Letter S123 not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	16075	26950	
3/2/2023 22:41	Flag SO_SinglePay_GMAIL removed	job	DEBT_FLAG	1371	16074	26948	15710
3/2/2023 22:41	Flag SO_SinglePay_SNAIL_SCHEDULETODAY removed	job	DEBT_FLAG	1371	16074	26948	15554
3/2/2023 21:24	Letter Settlement Offer-single payment scheduled to be sent on 03/02/2023	job	LETTER	1371	16074	26946	15709
3/2/2023 20:19	Flag SO_SinglePay_SNAIL_SCHEDULETODAY added	job	DEBT_FLAG	1371	16074	26945	15557
3/1/2023 13:38	Flag SO_SinglePay_GMAIL added	job	DEBT_FLAG	1371	14958	25634	
2/27/2023 11:59	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	
2/26/2023 12:00	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
2/24/2023 6:42	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
2/24/2023 2:09	Letter S123 not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	16075	26950	
2/23/2023 21:10	Flag SO_SinglePay_GMAIL removed	job	DEBT_FLAG	1371	16074	26948	15710
2/23/2023 21:10	Flag SO_SinglePay_SNAIL_SCHEDULETODAY removed	job	DEBT_FLAG	1371	16074	26948	15554
2/23/2023 17:49	Letter Settlement Offer-single payment scheduled to be sent on 02/23/2023	job	LETTER	1371	16074	26946	15709
2/23/2023 16:37	Flag SO_SinglePay_SNAIL_SCHEDULETODAY added	job	DEBT_FLAG	1371	16074	26945	15557
2/23/2023 13:08	Flag SO_SinglePay_GMAIL added	job	DEBT_FLAG	1371	14958	25634	
2/22/2023 15:14	Reference # changed from [] to [REDACTED] 1943]	job	DEBT	1371	14032	24725	15793
2/20/2023 9:19	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	
2/19/2023 11:46	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
2/17/2023 8:10	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
2/14/2023 23:00	Letter S123 not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	16075	26950	

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2/14/2023 17:51	Flag SO_SinglePay_GMAIL removed	job	DEBT_FLAG	1371	16074	26948	15710
2/14/2023 17:51	Flag SO_SinglePay_SNAIL_SCHEDULETODAY removed	job	DEBT_FLAG	1371	16074	26948	15554
2/14/2023 16:06	Letter Settlement Offer-single payment scheduled to be sent on 02/14/2023	job	LETTER	1371	16074	26946	15709
2/14/2023 16:04	Flag SO_SinglePay_SNAIL_SCHEDULETODAY added	job	DEBT_FLAG	1371	16074	26945	15557
2/14/2023 15:29	Flag SO_SinglePay_GMAIL added	job	DEBT_FLAG	1371	14958	25634	
2/13/2023 7:21	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
2/12/2023 10:58	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
2/10/2023 4:41	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
2/6/2023 7:15	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
2/5/2023 10:52	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
2/3/2023 7:46	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
1/30/2023 4:18	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	
1/27/2023 4:26	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
1/26/2023 23:03	[REDACTED] -7472 Message: This message is from Spring Oaks Capital, LLC. This message is regarding your Indigo Mastercard account originated by Celtic Bank, which is now owned by Spring Oaks Capital SPV, LLC. We are willing to accept \$325.00 to resolve your account for less than the full balance. Review this offer by going to springoaks.co/s/uGDxEqr4g. If you have any questions, reply to this text or contact one of our representatives at 833-418-3083. We have agents ready to respond during normal business hours. We request that you review and take advantage of this offer by 2023-03-04. Your account is in your hands. We are not obligated to renew this offer. Please contact us if you need more time to reply to this offer. We are a debt collector. Click here for important disclosures https://portal.springoaks.com/disclosures/111641371. Reply STOP to opt out. - Delivered 01/26/2023 03:31 PM	job	TEXT_MESSAGE	1371	14918	25623	
1/22/2023 10:40	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
1/20/2023 4:36	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
1/19/2023 17:03	Settlement Offer Date changed from [12/05/2022] to [01/19/2023]	job	DEBT	1371	13741	24382	
1/19/2023 17:03	Settlement Offer Amount changed from [\$355.00] to [\$325.00]	job	DEBT	1371	13741	24382	
1/19/2023 8:28	Letter PO not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	14851	25583	
1/19/2023 5:18	Flag GMAILEMAILS removed	job	DEBT_FLAG	1371	15615	26364	15372
1/19/2023 5:18	Flag GMAILSCHEDULETODAY removed	job	DEBT_FLAG	1371	15615	26364	15371
1/19/2023 4:32	Letter Flexible Payment Options scheduled to be sent on 01/19/2023	job	LETTER	1371	15615	26362	15298
1/19/2023 3:17	Flag GMAILSCHEDULETODAY added	job	DEBT_FLAG	1371	15615	26361	15369
1/18/2023 9:38	Flag State_Lic_Report removed	job	DEBT_FLAG	1371	13684	24118	14359
1/18/2023 9:34	Flag State_Lic_Report added	job	DEBT_FLAG	1371	13684	24116	14357
1/17/2023 17:30	Original Primary Phone Main changed from [] to [(256) 274-3416]	job	DEBT	1371	15750	26570	
1/17/2023 17:30	Primary demographic, Dob Age In Years changed from [0] to [40]	job	DEMOGRAPHIC	1371	15750	26570	
1/17/2023 17:30	Primary demographic, Cell Phone changed from [REDACTED] to [REDACTED]	job	DEMOGRAPHIC	1371	15750	26570	
1/17/2023 17:30	Primary Phone [REDACTED] status changed from NEW to INACTIVE	job	DEMOGRAPHIC	1371	15750	26570	
1/17/2023 17:30	Primary demographic, Dob Age In Years changed from [0] to [40]	job	DEMOGRAPHIC	1371	15750	26570	
1/17/2023 17:30	Primary demographic, Cell Phone changed from [REDACTED] to [REDACTED]	job	DEMOGRAPHIC	1371	15750	26570	
1/17/2023 17:30	Primary demographic, Phone Main changed from [REDACTED] to [REDACTED]	job	DEMOGRAPHIC	1371	15750	26570	
1/17/2023 17:30	Primary Phone (256) 274-3416 status changed from NEW to INACTIVE	job	DEMOGRAPHIC	1371	15750	26570	
1/17/2023 15:01	Flag GMAILEMAILS added	job	DEBT_FLAG	1371	10740	20313	
1/15/2023 17:27	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
1/13/2023 4:53	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
1/13/2023 1:32	Original Primary Phone Home changed from [] to [REDACTED]	job	DEBT	1371	7269	15609	
1/13/2023 1:32	Primary Phone (662) 280-9171 created	job	DEMOGRAPHIC	1371	7269	15609	
1/12/2023 8:17	Letter PO not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	14851	25583	
1/12/2023 4:55	Flag GMAILEMAILS removed	job	DEBT_FLAG	1371	15615	26364	15372
1/12/2023 4:55	Flag GMAILSCHEDULETODAY removed	job	DEBT_FLAG	1371	15615	26364	15371
1/12/2023 3:27	Letter Flexible Payment Options scheduled to be sent on 01/12/2023	job	LETTER	1371	15615	26362	15298
1/12/2023 3:01	Flag GMAILSCHEDULETODAY added	job	DEBT_FLAG	1371	15615	26361	15369
1/11/2023 14:04	Creditor Card Number Agreement Code changed from [] to [REDACTED] 205]	job	DEBT	1371	14958	25634	
1/9/2023 16:06	Flag GMAILEMAILS added	job	DEBT_FLAG	1371	10740	20313	

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1/8/2023 13:55	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
1/6/2023 6:24	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
1/4/2023 6:17	Letter PO not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	14851	25583	
1/4/2023 5:05	Flag GMAILEMAILS removed	job	DEBT_FLAG	1371	15615	26364	15372
1/4/2023 5:05	Flag GMAILSCHEDULETODAY removed	job	DEBT_FLAG	1371	15615	26364	15371
1/4/2023 4:28	Letter Flexible Payment Options scheduled to be sent on 01/04/2023	job	LETTER	1371	15615	26362	15298
1/4/2023 3:06	Flag GMAILSCHEDULETODAY added	job	DEBT_FLAG	1371	15615	26361	15369
1/3/2023 15:17	Flag GMAILEMAILS added	job	DEBT_FLAG	1371	10740	20313	
1/2/2023 12:22	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
1/1/2023 14:38	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
12/30/2022 5:28	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
12/29/2022 8:04	Monthly SMS Count changed from [] to [0]	job	DEBT	1371		23798	
12/29/2022 8:04	Settlement Offer Account Frequency changed from [1] to [9]	job	DEBT	1371		23798	
12/26/2022 9:31	Letter PO not sent due to restriction reason: Account Do Not Mail Flag Set	job	LETTER	1371	14851	25583	
12/26/2022 7:45	Flag GMAILEMAILS removed	job	DEBT_FLAG	1371	15615	26364	15372
12/26/2022 7:45	Flag GMAILSCHEDULETODAY removed	job	DEBT_FLAG	1371	15615	26364	15371
12/26/2022 6:28	Letter Flexible Payment Options scheduled to be sent on 12/26/2022	job	LETTER	1371	15615	26362	15298
12/26/2022 3:44	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
12/26/2022 3:07	Flag GMAILSCHEDULETODAY added	job	DEBT_FLAG	1371	15615	26361	15369
12/25/2022 11:14	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
12/23/2022 14:08	Flag GMAILEMAILS added	cwilson	DEBT_FLAG	1371			
12/23/2022 5:18	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
12/18/2022 21:36	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
12/18/2022 11:02	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
12/16/2022 9:55	CJackson viewed this account	CJackson (DELETED)	VIEW	1371			
12/16/2022 4:37	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
12/11/2022 20:29	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
12/11/2022 10:33	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
12/9/2022 4:43	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
12/7/2022 1:29	Primary Phone (256) 476-7472 created	job	DEMOGRAPHIC	1371	7269	15609	
12/4/2022 20:42	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
12/4/2022 10:47	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
12/3/2022 4:35	Settlement Offer Frequency Current Month changed from [1] to []	job	DEBT	1371	15271	25962	
12/2/2022 14:28	Settlement Offer Date changed from [11/02/2022] to [12/05/2022]	job	DEBT	1371	13739	24380	
12/2/2022 14:28	Settlement Offer Amount changed from [\$365.00] to [\$355.00]	job	DEBT	1371	13739	24380	
12/2/2022 7:18	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
11/27/2022 20:51	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371		8443	
11/27/2022 7:06	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
11/25/2022 7:36	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
11/20/2022 12:53	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
11/20/2022 7:07	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
11/18/2022 7:27	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
11/17/2022 4:58	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
11/13/2022 12:19	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
11/13/2022 7:06	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
11/11/2022 4:51	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
11/6/2022 12:07	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
11/6/2022 7:06	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
11/4/2022 6:36	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
11/2/2022 19:18	Settlement Offer Date changed from [09/02/2022] to [11/02/2022]	job	DEBT	1371	13739	24380	
11/2/2022 19:18	Settlement Percent changed from [] to [54.07%]	job	DEBT	1371	13739	24380	
11/2/2022 19:18	Settlement Offer Amount changed from [\$395.00] to [\$365.00]	job	DEBT	1371	13739	24380	
10/31/2022 9:11	Important Note changed from [] to [****Emailed Debt Validation****]	kmoore	DEBT	1371			
10/31/2022 9:11	Next Work Date changed from [10/11/2022] to [11/07/2022]	kmoore	DEBT	1371			
10/31/2022 9:11	****Emailed Debt Validation****	kmoore	IMPORTANT	1371			

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10/31/2022 9:11	Customer indicated they're disputing account; After further investigation into documents on file. Compiled a DINV packet with all required docs and sending it to consumer via Email.	kmoore	USER	1371			
10/31/2022 9:11	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:11	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:11	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:10	Document Requested Documentation .msg uploaded	kmoore	DOCUMENT	1371			
10/31/2022 9:10	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:09	Status changed from [WRITTEN] to [ACT]	kmoore	DEBT	1371		14497	
10/31/2022 9:09	Disputed changed from [true] to [false]	kmoore	DEBT	1371			
10/31/2022 9:09	Dispute Resolved XH - Previously in dispute, now resolved, reported by CR	kmoore	DISPUTE	1371			
10/31/2022 9:09	Document DINV_email_10.31.22-.pdf uploaded	kmoore	DOCUMENT	1371			
10/31/2022 9:09	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:09	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:09	Added to worklist Active Inventory	kmoore	WORKLIST	1371		14497	
10/31/2022 9:08	Do Not Mail changed from [false] to [true]	kmoore	DEBT	1371			
10/31/2022 9:08	Last Work Date changed from [10/05/2022 12:49:10 AM EDT] to [10/31/2022 09:08:25 AM EDT]	kmoore	DEBT	1371			
10/31/2022 9:08	Do Not Mail changed from [true] to [false]	kmoore	DEBT	1371			
10/31/2022 9:08	Letter FCRA Invalid Dispute-Info Accurate with Validation sent	kmoore	LETTER	1371			
10/31/2022 9:08	Letter FCRA Invalid Dispute-Info Accurate with Validation scheduled to be sent on 10/31/2022	kmoore	LETTER	1371			
10/31/2022 9:08	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:08	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:08	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:08	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:07	kmoore viewed this account	kmoore	VIEW	1371			
10/31/2022 9:05	kmoore viewed this account	kmoore	VIEW	1371			
10/29/2022 12:27	jortiz viewed this account	jortiz	VIEW	1371			
10/28/2022 16:07	Flag dnccheck102822 added	job	DEBT_FLAG	1371	9651	18646	
10/28/2022 4:18	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
10/25/2022 4:54	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
10/21/2022 7:52	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
10/14/2022 4:20	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
10/8/2022 0:25	Last Activity Date changed from [2022-10-05] to [2022-10-08]	job	DEBT	1371	14442	25143	
10/7/2022 6:53	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
10/6/2022 8:43	Flag TRAKPRIMEOCT22 removed	job	DEBT_FLAG	1371			
10/5/2022 6:23	Has Media changed from [] to [true]	job	DEBT	1371		20518	
10/5/2022 0:56	Document STM_20210820.pdf uploaded	job	DOCUMENT	1371			
10/5/2022 0:49	Next Work Date changed from [03/28/2022] to [10/11/2022]	job	DEBT	1371			
10/5/2022 0:05	Document STM_20220120.pdf uploaded	job	DOCUMENT	1371			
10/4/2022 22:12	Document STM_20211020.pdf uploaded	job	DOCUMENT	1371			
10/4/2022 20:48	Flag VENDOCT22PLACEMENTS added	job	DEBT_FLAG	1371	9651	18646	
10/4/2022 20:48	Flag TRAKPRIMEOCT22 added	job	DEBT_FLAG	1371	9651	18646	
10/4/2022 20:04	Document STM_20210921.pdf uploaded	job	DOCUMENT	1371			
10/4/2022 18:00	Document STM_20210720.pdf uploaded	job	DOCUMENT	1371			
10/4/2022 17:23	Document STM_20210622.pdf uploaded	job	DOCUMENT	1371			
10/4/2022 13:43	Document STM_20211221.pdf uploaded	job	DOCUMENT	1371			
10/4/2022 13:00	lhurlocker viewed this account	lhurlocker (DELETED)	VIEW	1371			
10/4/2022 11:04	Document STM_20211120.pdf uploaded	job	DOCUMENT	1371			
10/3/2022 12:50	Document writtendispute_robinson.pdf uploaded	ndavis (DELETED)	DOCUMENT	1371			
10/3/2022 12:49	Status changed from [ACT] to [WRITTEN]	ndavis (DELETED)	DEBT	1371			12364
10/3/2022 12:49	Disputed changed from [false] to [true]	ndavis (DELETED)	DEBT	1371			
10/3/2022 12:49	Form INBOUND_WRITTEN_CORRESPONDENCE_added	ndavis (DELETED)	DEBT	1371			
10/3/2022 12:49	Do Not Mail changed from [false] to [true]	ndavis (DELETED)	DEBT	1371			
10/3/2022 12:49	Do Not Call changed from [false] to [true]	ndavis (DELETED)	DEBT	1371			

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10/3/2022 12:49	Dispute WRITTEN DISPUTE (WRITTEN) filed on \$675.09 with reason *** written dispute , customer does not recognize acct ***	ndavis (DELETED)	DISPUTE	371			
10/3/2022 12:49	*** written dispute , loaded document to file ***	ndavis (DELETED)	USER	371			
10/3/2022 12:49	ndavis viewed this account	ndavis (DELETED)	VIEW	371			
10/3/2022 12:49	ndavis viewed this account	ndavis (DELETED)	VIEW	371			
10/3/2022 12:49	ndavis viewed this account	ndavis (DELETED)	VIEW	371			
10/3/2022 12:49	Added to worklist Dispute	ndavis (DELETED)	WORKLIST	371			12364
10/3/2022 12:48	ndavis viewed this account	ndavis (DELETED)	VIEW	371			
10/2/2022 11:51	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
10/2/2022 7:05	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
9/30/2022 12:24	Flag AGFLAG922 added	job	DEBT_FLAG	371	9067	17924	
9/30/2022 4:39	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
9/25/2022 12:54	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
9/25/2022 7:05	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
9/24/2022 0:23	Message: This message is from Spring Oaks Capital, LLC regarding your Indigo Mastercard account that is now owned by Spring Oaks Capital SPV LLC. We have an offer for you to resolve your account for less than the full balance. Visit springoaks.co/s/Na1roTKFO to jump straight to your available offer. If needed you can reach us by phone at 833-418-3083. We are a debt collector. Click here for important disclosures https://portal.springoaks.com/disclosures . Reply STOP to opt out. - SMS MT Failed 09/23/2022 11:17 AM	job	TEXT_MESSAGE	371		21183	
9/23/2022 6:57	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
9/18/2022 16:00	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
9/18/2022 7:07	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
9/16/2022 8:07	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
9/14/2022 15:35	Last Work Date changed from [09/14/2022 01:18:48 PM EDT] to [09/14/2022 03:03:39 PM EDT]	job	DEBT	371		8772	
9/14/2022 15:35	OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 09/14/2022 03:03 PM	job	PHONE	371		8772	
9/14/2022 13:50	Last Activity Date changed from [2022-09-12] to [2022-09-14]	job	DEBT	371		8772	
9/14/2022 13:50	Last Work Date changed from [09/12/2022 01:20:08 PM EDT] to [09/14/2022 01:18:48 PM EDT]	job	DEBT	371		8772	
9/14/2022 13:50	OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 09/14/2022 01:18 PM	job	PHONE	371		8772	
9/14/2022 0:24	Message: This message is from Spring Oaks Capital, LLC regarding your Indigo Mastercard account that is now owned by Spring Oaks Capital SPV LLC. We have an offer for you to resolve your account for less than the full balance. Visit springoaks.co/s/7ICPJQVZL to jump straight to your available offer. If needed you can reach us by phone at 833-418-3083. We are a debt collector. Click here for important disclosures https://portal.springoaks.com/disclosures . Reply STOP to opt out. - SMS MT Failed 09/13/2022 10:31 AM	job	TEXT_MESSAGE	371		21183	
9/12/2022 13:50	Last Work Date changed from [09/12/2022 11:16:37 AM EDT] to [09/12/2022 01:20:08 PM EDT]	job	DEBT	371		8772	
9/12/2022 13:50	OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 09/12/2022 01:20 PM	job	PHONE	371		8772	
9/12/2022 11:48	Last Activity Date changed from [2022-08-05] to [2022-09-12]	job	DEBT	371		8772	
9/12/2022 11:48	Last Work Date changed from [08/05/2022 01:18:27 PM EDT] to [09/12/2022 11:16:37 AM EDT]	job	DEBT	371		8772	
9/12/2022 11:48	OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 09/12/2022 11:16 AM	job	PHONE	371		8772	
9/12/2022 5:04	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
9/11/2022 13:40	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
9/9/2022 5:58	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
9/5/2022 5:47	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
9/4/2022 13:32	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748

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9/3/2022 4:51	Settlement Offer Date changed from [08/01/2022] to [09/02/2022]	job	DEBT	371	13737	24378	
9/3/2022 4:51	Settlement Offer Amount changed from [\$410.00] to [\$395.00]	job	DEBT	371	13737	24378	
9/2/2022 6:24	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
8/29/2022 4:05	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
8/28/2022 13:16	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
8/27/2022 0:11	Message: This message is from Spring Oaks Capital, LLC regarding your Indigo Mastercard account that is now owned by Spring Oaks Capital SPV LLC. We have an offer for you to resolve your account for less than the full balance. Visit springoaks.co/s/da1qkhLY- to jump straight to your available offer. If needed you can reach us by phone at 833-418-3083. We are a debt collector. Click here for important disclosures https://portal.springoaks.com/disclosures . Reply STOP to opt out. - SMS MT Failed 08/25/2022 08:36 PM	job	TEXT_MESSAGE	371		21183	
8/26/2022 5:43	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
8/21/2022 21:17	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
8/19/2022 8:25	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
8/19/2022 0:37	Message: This message is from Spring Oaks Capital, LLC regarding your Indigo Mastercard account that is now owned by Spring Oaks Capital SPV LLC. We have an offer for you to resolve your account for less than the full balance. Visit springoaks.co/s/n4vd-sbVO to jump straight to your available offer. If needed you can reach us by phone at 833-418-3083. We are a debt collector. Click here for important disclosures https://portal.springoaks.com/disclosures . Reply STOP to opt out. - SMS MT Failed 08/18/2022 04:09 PM	job	TEXT_MESSAGE	371		21183	
8/14/2022 13:24	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
8/12/2022 7:50	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
8/7/2022 18:16	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
8/7/2022 11:14	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
8/5/2022 13:48	Last Work Date changed from [08/05/2022 01:13:37 PM EDT] to [08/05/2022 01:18:27 PM EDT]	job	DEBT	371		8772	
8/5/2022 13:48	OUTBOUND ANSWERING_MACHINE MOBILE NO_ANSWER 08/05/2022 01:18 PM	job	PHONE	371		8772	
8/5/2022 13:32	Last Activity Date changed from [2022-08-02] to [2022-08-05]	job	DEBT	371		8772	
8/5/2022 13:32	Last Work Date changed from [08/02/2022 12:08:09 PM EDT] to [08/05/2022 01:13:37 PM EDT]	job	DEBT	371		8772	
8/5/2022 13:32	OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 08/05/2022 01:13 PM	job	PHONE	371		8772	
8/5/2022 7:55	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
8/2/2022 12:33	Last Activity Date changed from [2022-07-05] to [2022-08-02]	job	DEBT	371		8772	
8/2/2022 12:33	Last Work Date changed from [07/05/2022 06:39:01 PM EDT] to [08/02/2022 12:08:09 PM EDT]	job	DEBT	371		8772	
8/2/2022 12:33	OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 08/02/2022 12:08 PM	job	PHONE	371		8772	
8/1/2022 8:29	Flag State_Lic_Report removed	job	DEBT_FLAG	371	13684	24118	14359
8/1/2022 8:17	Flag State_Lic_Report added	job	DEBT_FLAG	371	13684	24116	14357
8/1/2022 7:15	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
7/31/2022 15:31	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
7/29/2022 6:02	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
7/28/2022 14:38	Settlement Offer Date changed from [07/01/2022] to [08/01/2022]	job	DEBT	371	13737	24378	
7/28/2022 14:38	Settlement Offer Amount changed from [\$420.00] to [\$410.00]	job	DEBT	371	13737	24378	
7/27/2022 20:47	Flag State_Lic_Report removed	job	DEBT_FLAG	371	13684	24118	14359
7/27/2022 20:38	Flag State_Lic_Report added	job	DEBT_FLAG	371	13684	24116	14357
7/26/2022 16:17	Debt reported to Credit Bureaus	job	CREDIT_REPORT	371	5944	13629	6557
7/26/2022 14:34	Flag State_Lic_Report removed	job	DEBT_FLAG	371	13684	24118	14359
7/26/2022 14:24	Flag State_Lic_Report added	job	DEBT_FLAG	371	13684	24116	14357
7/25/2022 1:17	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
7/24/2022 12:46	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748

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7/22/2022 6:13	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
7/17/2022 18:30	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
7/17/2022 10:51	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
7/15/2022 5:48	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
7/11/2022 0:53	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
7/10/2022 12:51	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
7/9/2022 11:39	Settlement Offer Frequency Current Month changed from [] to [1]	job	DEBT	1371		23798	
7/9/2022 11:39	Settlement Offer Account Frequency changed from [] to [1]	job	DEBT	1371		23798	
7/8/2022 7:34	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
7/5/2022 19:05	Last Work Date changed from [07/05/2022 02:33:19 PM EDT] to [07/05/2022 06:39:01 PM EDT]	job	DEBT	1371		8772	
7/5/2022 19:05	OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 07/05/2022 06:39 PM	job	PHONE	1371		8772	
7/5/2022 15:05	Last Activity Date changed from [2022-06-24] to [2022-07-05]	job	DEBT	1371		8772	
7/5/2022 15:05	Last Work Date changed from [06/24/2022 04:14:41 PM EDT] to [07/05/2022 02:33:19 PM EDT]	job	DEBT	1371		8772	
7/5/2022 15:05	OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 07/05/2022 02:33 PM	job	PHONE	1371		8772	
7/3/2022 20:51	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
7/3/2022 11:17	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
7/2/2022 6:58	Settlement Offer Date changed from [06/10/2022] to [07/01/2022]	job	DEBT	1371	11830	21710	
7/2/2022 6:58	Settlement Offer Amount changed from [\$440.00] to [\$420.00]	job	DEBT	1371	11830	21710	
7/1/2022 7:01	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
6/27/2022 0:48	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
6/26/2022 12:44	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
6/25/2022 4:14	Flag CREDIT_VISION removed	job	DEBT_FLAG	1371	3764	12867	9792
6/25/2022 2:14	Flag CREDIT_VISION added	job	DEBT_FLAG	1371	3764	13272	9790
6/24/2022 16:36	Last Activity Date changed from [2022-06-22] to [2022-06-24]	job	DEBT	1371		8772	
6/24/2022 16:36	Last Work Date changed from [06/22/2022 06:03:09 PM EDT] to [06/24/2022 04:14:41 PM EDT]	job	DEBT	1371		8772	
6/24/2022 16:36	OUTBOUND ANSWERING_MACHINE MOBILE NO_ANSWER 06/24/2022 04:14 PM	job	PHONE	1371		8772	
6/24/2022 8:19	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
6/22/2022 18:33	Last Activity Date changed from [2022-06-17] to [2022-06-22]	job	DEBT	1371		8772	
6/22/2022 18:33	Last Work Date changed from [06/17/2022 10:55:45 AM EDT] to [06/22/2022 06:03:09 PM EDT]	job	DEBT	1371		8772	
6/22/2022 18:33	OUTBOUND ANSWERING_MACHINE MOBILE NO_ANSWER 06/22/2022 06:03 PM	job	PHONE	1371		8772	
6/19/2022 16:52	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
6/19/2022 11:07	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
6/17/2022 11:16	Last Activity Date changed from [06/13/2022] to [06/17/2022]	job	DEBT	1371		8772	
6/17/2022 11:16	Last Work Date changed from [06/13/2022 07:55:08 PM EDT] to [06/17/2022 10:55:45 AM EDT]	job	DEBT	1371		8772	
6/17/2022 11:16	OUTBOUND ANSWERING_MACHINE MOBILE NO_ANSWER 06/17/2022 10:55 AM	job	PHONE	1371		8772	
6/17/2022 7:08	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
6/13/2022 20:21	Last Work Date changed from [06/13/2022 02:37:29 PM EDT] to [06/13/2022 07:55:08 PM EDT]	job	DEBT	1371		8772	
6/13/2022 20:21	OUTBOUND ANSWERING_MACHINE MOBILE NO_ANSWER 06/13/2022 07:55 PM	job	PHONE	1371		8772	
6/13/2022 15:14	Last Activity Date changed from [06/10/2022] to [06/13/2022]	job	DEBT	1371		8772	
6/13/2022 15:14	Last Work Date changed from [06/10/2022 02:36:26 PM EDT] to [06/13/2022 02:37:29 PM EDT]	job	DEBT	1371		8772	
6/13/2022 15:14	OUTBOUND ANSWERING_MACHINE MOBILE NO_ANSWER 06/13/2022 02:37 PM	job	PHONE	1371		8772	
6/12/2022 22:31	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
6/12/2022 12:29	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748

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6/10/2022 15:04	Last Work Date changed from [06/10/2022 11:11:15 AM EDT] to [06/10/2022 02:36:26 PM EDT]	job	DEBT	1371	8772		
6/10/2022 15:04	(256) 642-4063 OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 06/10/2022 02:36 PM	job	PHONE	1371	8772		
6/10/2022 14:04	Settlement Offer Amount changed from [] to [\$440.00]	job	DEBT	1371	9651	18646	
6/10/2022 12:34	Last Activity Date changed from [06/08/2022] to [06/10/2022]	job	DEBT	1371	8772		
6/10/2022 12:34	Last Work Date changed from [06/01/2022 02:39:14 PM EDT] to [06/10/2022 11:11:15 AM EDT]	job	DEBT	1371	8772		
6/10/2022 12:34	[REDACTED] OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 06/10/2022 11:11 AM	job	PHONE	1371	8772		
6/10/2022 6:25	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
6/8/2022 5:43	Last Activity Date changed from [06/01/2022] to [06/08/2022]	job	DEBT	1371	7269	15609	
6/8/2022 5:43	Primary Phone [REDACTED] created	job	DEMOGRAPHIC	1371	7269	15609	
6/8/2022 5:43	Primary Phone [REDACTED] created	job	DEMOGRAPHIC	1371	7269	15609	
6/8/2022 0:08	[REDACTED] Message: This message is from Spring Oaks Capital - SMS MT Failed	job	TEXT_MESSAGE	1371	21183		
6/5/2022 22:01	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
6/5/2022 12:41	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
6/3/2022 9:21	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
6/1/2022 15:01	Last Work Date changed from [06/01/2022 12:39:06 PM EDT] to [06/01/2022 02:39:14 PM EDT]	job	DEBT	1371	8772		
6/1/2022 15:01	[REDACTED] OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 06/01/2022 02:39 PM	job	PHONE	1371	8772		
6/1/2022 13:04	Last Activity Date changed from [05/02/2022] to [06/01/2022]	job	DEBT	1371	8772		
6/1/2022 13:04	Last Work Date changed from [05/02/2022 08:52:36 PM EDT] to [06/01/2022 12:39:06 PM EDT]	job	DEBT	1371	8772		
6/1/2022 13:04	[REDACTED] OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 06/01/2022 12:39 PM	job	PHONE	1371	8772		
5/29/2022 17:05	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
5/29/2022 11:06	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
5/27/2022 6:40	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
5/22/2022 22:54	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
5/22/2022 13:20	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
5/20/2022 7:24	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
5/16/2022 2:53	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	8443		
5/15/2022 15:19	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
5/13/2022 11:36	Debt reported to Credit Bureaus	job	CREDIT_REPORT	1371	5944	13629	6557
5/13/2022 1:17	Flag METRO2 added	job	DEBT_FLAG	1371	5944	13628	6557
5/9/2022 7:05	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
5/8/2022 15:28	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
5/2/2022 21:50	Last Work Date changed from [05/02/2022 05:15:37 PM EDT] to [05/02/2022 08:52:36 PM EDT]	job	DEBT	1371	8772		
5/2/2022 21:50	[REDACTED] OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 05/02/2022 08:52 PM	job	PHONE	1371	8772		
5/2/2022 18:42	Last Activity Date changed from [04/22/2022] to [05/02/2022]	job	DEBT	1371	8772		
5/2/2022 18:42	Last Work Date changed from [04/22/2022 11:49:34 AM EDT] to [05/02/2022 05:15:37 PM EDT]	job	DEBT	1371	8772		
5/2/2022 18:42	[REDACTED] OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 05/02/2022 05:15 PM	job	PHONE	1371	8772		
5/1/2022 18:57	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
5/1/2022 11:23	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
4/22/2022 14:03	Last Activity Date changed from [04/20/2022] to [04/22/2022]	job	DEBT	1371	8772		
4/22/2022 14:03	Last Work Date changed from [04/20/2022 02:04:03 PM EDT] to [04/22/2022 11:49:34 AM EDT]	job	DEBT	1371	8772		
4/22/2022 14:03	Primary Phone [REDACTED] status changed from NEW to INACTIVE	job	DEMOGRAPHIC	1371	8772		
4/22/2022 14:03	Phone Status Rule ID 1 applied to Primary Phone [REDACTED]	job	DEMOGRAPHIC	1371	8772		

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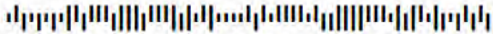
4/22/2022 14:03	████████ OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 04/22/2022 11:49 AM	job	PHONE	371		8772	
4/20/2022 14:38	Last Activity Date changed from [04/19/2022] to [04/20/2022]	job	DEBT	371		8772	
4/20/2022 14:38	Last Work Date changed from [04/19/2022 04:49:14 PM EDT] to [04/20/2022 02:04:03 PM EDT]	job	DEBT	371		8772	
4/20/2022 14:38	████████ OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 04/20/2022 02:04 PM	job	PHONE	371		8772	
4/19/2022 17:16	Last Activity Date changed from [04/15/2022] to [04/19/2022]	job	DEBT	371		8772	
4/19/2022 17:16	Last Work Date changed from [04/15/2022 10:55:56 AM EDT] to [04/19/2022 04:49:14 PM EDT]	job	DEBT	371		8772	
4/19/2022 17:16	████████ OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 04/19/2022 04:49 PM	job	PHONE	371		8772	
4/17/2022 16:51	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
4/17/2022 10:53	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
4/15/2022 13:11	Last Activity Date changed from [04/12/2022] to [04/15/2022]	job	DEBT	371		8772	
4/15/2022 13:11	Last Work Date changed from [04/12/2022 03:52:53 PM EDT] to [04/15/2022 10:55:56 AM EDT]	job	DEBT	371		8772	
4/15/2022 13:11	████████ OUTBOUND UNKNOWN MOBILE NO_ANSWER 04/15/2022 10:55 AM	job	PHONE	371		8772	
4/12/2022 21:22	Last Activity Date changed from [04/08/2022] to [04/12/2022]	job	DEBT	371		8772	
4/12/2022 21:22	Last Work Date changed from [04/08/2022 05:36:32 PM EDT] to [04/12/2022 03:52:53 PM EDT]	job	DEBT	371		8772	
4/12/2022 21:22	████████ OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 04/12/2022 03:52 PM	job	PHONE	371		8772	
4/10/2022 23:39	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
4/10/2022 12:41	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
4/8/2022 18:59	Last Work Date changed from [04/08/2022 03:17:44 PM EDT] to [04/08/2022 05:36:32 PM EDT]	job	DEBT	371		8772	
4/8/2022 18:59	████████ OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 04/08/2022 05:36 PM	job	PHONE	371		8772	
4/8/2022 15:53	Last Activity Date changed from [04/05/2022] to [04/08/2022]	job	DEBT	371		8772	
4/8/2022 15:53	Last Work Date changed from [04/05/2022 04:30:32 PM EDT] to [04/08/2022 03:17:44 PM EDT]	job	DEBT	371		8772	
4/8/2022 15:53	████████ OUTBOUND UNKNOWN MOBILE NO_ANSWER 04/08/2022 03:17 PM	job	PHONE	371		8772	
4/5/2022 20:37	Last Work Date changed from [04/05/2022 09:24:59 AM EDT] to [04/05/2022 04:30:32 PM EDT]	job	DEBT	371		8772	
4/5/2022 20:37	████████ OUTBOUND UNKNOWN MOBILE NO_ANSWER 04/05/2022 04:30 PM	job	PHONE	371		8772	
4/5/2022 9:55	Last Activity Date changed from [03/31/2022] to [04/05/2022]	job	DEBT	371		8772	
4/5/2022 9:55	Last Work Date changed from [03/31/2022 03:45:24 PM EDT] to [04/05/2022 09:24:59 AM EDT]	job	DEBT	371		8772	
4/5/2022 9:55	████████ OUTBOUND UNKNOWN MOBILE NO_ANSWER 04/05/2022 09:24 AM	job	PHONE	371		8772	
4/3/2022 21:58	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	371	2114	8443	6748
4/3/2022 12:41	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	371	2114	8442	6748
3/31/2022 20:20	Last Activity Date changed from [03/29/2022] to [03/31/2022]	job	DEBT	371		8772	
3/31/2022 20:20	Last Work Date changed from [03/28/2022 02:46:06 PM EDT] to [03/31/2022 03:45:24 PM EDT]	job	DEBT	371		8772	
3/31/2022 20:20	████████ OUTBOUND UNKNOWN MOBILE OUT_OF_SERVICE 03/31/2022 03:45 PM	job	PHONE	371		8772	
3/31/2022 18:42	Scheduled letter Initial Letter sent	job	LETTER	371	7974	16504	
3/31/2022 9:36	Letter Initial Letter scheduled to be sent on 03/31/2022	job	LETTER	371	7677	16168	7079
3/31/2022 6:44	Flag GENMAR2022LETTER added	cwilson	DEBT_FLAG	371			
3/29/2022 22:06	SMS Flag changed from [] to [true]	job	DEBT	371	11038	20755	
3/29/2022 22:06	Flag SMS_FLAG_SET removed	job	DEBT_FLAG	371	11038	20755	13113
3/29/2022 22:00	Flag SMS_FLAG_SET added	job	DEBT_FLAG	371		20754	

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3/29/2022 2:52	Last Activity Date changed from [03/28/2022] to [03/29/2022]	job	DEBT	1371	7269	15599	
3/29/2022 2:52	Flag TRANS_UNION_PHONES added	job	DEBT_FLAG	1371	7269	15599	
3/29/2022 2:52	Primary Phone [REDACTED] created	job	DEMOGRAPHIC	1371	7269	15599	
3/29/2022 2:52	Primary Phone [REDACTED] created	job	DEMOGRAPHIC	1371	7269	15599	
3/28/2022 15:22	Charge off Date changed from [] to [01/20/2022]	job	DEBT	1371	9651	18646	
3/28/2022 14:46	Next Work Date changed from [03/26/2022] to [03/28/2022]	job	DEBT	1371			
3/28/2022 14:46	Last Activity Date changed from [03/26/2022] to [03/28/2022]	job	DEBT	1371			
3/28/2022 14:46	Last Work Date changed from [03/26/2022 11:29:49 AM EDT] to [03/28/2022 02:46:06 PM EDT]	job	DEBT	1371			
3/28/2022 14:46	Status Code changed from [NEW] to [ACT]	job	DEBT	1371			
3/28/2022 14:46	Worklist changed from [New] to [Active Inventory]	job	WORKLIST	1371			
3/28/2022 14:46	Removed from worklist New	job	WORKLIST	1371			
3/28/2022 14:46	Added to worklist Active Inventory	job	WORKLIST	1371			
3/28/2022 13:59	Flag TRANS_UNION_START removed	job	DEBT_FLAG	1371	4061	11125	7077
3/28/2022 13:14	Flag TRANS_UNION_MONITORING added	job	DEBT_FLAG	1371	4061	11115	7012
3/27/2022 22:08	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND removed	job	DEBT_FLAG	1371	2114	8443	6748
3/27/2022 12:33	Flag TRANS_UNION_LAWSUIT_HISTORY_SEND added	job	DEBT_FLAG	1371	2114	8442	6748
3/26/2022 11:29	Lawsuit History Radius changed from [] to [100]	job	DEBT	1371	6772	21941	
3/26/2022 11:29	Next Work Date changed from [] to [03/26/2022]	job	DEBT	1371	6772	21941	7245
3/26/2022 11:29	Last Work Date changed from [] to [03/26/2022 11:29:49 AM EDT]	job	DEBT	1371	6772	21941	7245
3/26/2022 11:29	Status Code changed from [ACT] to [NEW]	job	DEBT	1371	6772	21941	7245
3/26/2022 11:29	SOL Date changed from [] to [08/18/2024]	job	DEBT	1371	6772	21941	
3/26/2022 11:29	Flag TRANS_UNION_START added	job	DEBT_FLAG	1371	6772	21941	6729
3/26/2022 11:29	ELS Opt In Confirmed REDBONES1094@GMAIL.COM	job	DEMOGRAPHIC	1371	6772	21941	8133
3/26/2022 11:29	ELS Opt In Confirmed REDBONES1094@GMAIL.COM	job	DEMOGRAPHIC	1371	6772	21941	8333
3/26/2022 11:29	Primary Address 20 BURNEY MOUNTAIN RD, FALKVILLE, AL 35622 created	job	DEMOGRAPHIC	1371	6772	21941	
3/26/2022 11:29	Primary demographic, date of birth changed from [] to [07/19/1982]	job	DEMOGRAPHIC	1371	6772	21941	
3/26/2022 11:29	Primary demographic, email address changed from [] to [REDACTED]@GMAIL.COM]	job	DEMOGRAPHIC	1371	6772	21941	
3/26/2022 11:29	Primary demographic, last name changed from [] to [Robinson]	job	DEMOGRAPHIC	1371	6772	21941	
3/26/2022 11:29	Primary demographic, first name changed from [] to [Christopher B]	job	DEMOGRAPHIC	1371	6772	21941	
3/26/2022 11:29	Primary demographic, national ID changed from [] to [XXXXX1094]	job	DEMOGRAPHIC	1371	6772	21941	
3/26/2022 11:29	Worklist changed from [] to [New]	job	WORKLIST	1371	6772	21941	6514
3/26/2022 11:29	Added to worklist New	job	WORKLIST	1371	6772	21941	6514

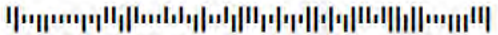
SOC_ROBINSON 000024

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477



GENESIS FS CARD SERVICES
PO BOX 23039
COLUMBUS GA 31902-3039

Make check/money
order payable to



CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

**0000000

Account Number 3527
New Balance \$304.00
Minimum Payment Due \$44.00
Payment Due Date 07/18/21
AMOUNT ENCLOSED \$

Please write your account number on your check/money order
and do not send cash.

Address/Phone Number Change

☐ Please check here and complete Address/Phone
Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo®

MASTERCARD ACCOUNT STATEMENT

3527
May 23, 2021 - June 21, 2021



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$0.00
Overlimit Amount	\$4.00
Statement Closing Date	June 21, 2021
# of Days in Billing Cycle	30

Purchase/Cash Advance Balance Summary	
Previous Balance	\$0.00
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$224.54
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$79.46
Interest Charged	\$0.00
New Purchase/Cash Advance Balance	\$304.00

Payment Information	
Total New Balance	\$304.00
Minimum Payment Due	\$44.00
Payment Due Date	July 18, 2021

Late Payment Warning: If we do not receive your
minimum payment by the date listed above, you may
have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the
minimum payment each period, you will pay more in
interest and it will take you longer to pay off your
balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	9 month(s)	\$341
If you would like information about credit counseling services, call 1-866-946-9545.		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

YOUR ACCOUNT IS CURRENTLY \$4.00 OVER YOUR \$300.00 CREDIT LINE.
PLEASE REMIT THIS TO US IMMEDIATELY.

Transactions				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
25247801157000822107068	06/06	06/07	HARDEES 1501387 HARTSELLE AL	\$6.00
52708241158838000426022	06/06	06/07	HARTSELLE FOODMART HARTSELLE AL	\$10.00
55548071157400000000114	06/06	06/07	JACK'S # 241 Q22 HARTSELLE AL	\$10.53
52708241158838000426006	06/06	06/07	HARTSELLE FOODMART HARTSELLE AL	\$15.19
52704871157838000793529	06/05	06/07	TACO BELL #037141 HARTSELLE AL	\$16.93
55309591157838001136872	06/05	06/07	O'REILLY AUTO PARTS 10 HARTSELLE AL	\$162.39
25247801159001081098640	06/08	06/09	BUFFALO ROCK VENDING H HUNTSVILLE AL	\$1.75
25247801160001115314879	06/09	06/10	BUFFALO ROCK VENDING H HUNTSVILLE AL	\$1.75

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
75013011491740000000000	05/29	05/31	ANNUAL FEE	\$75.00
	06/21	06/21	CREDIT PROTECTION FEES	\$4.46
TOTAL FEES FOR THIS PERIOD				\$79.46

2021 Totals Year-to-Date	
Total fees charged in 2021	\$79.46
Total interest charged in 2021	\$0.00

PLAINTIFF'S
EXHIBIT

5

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

3527

indigo®

MASTERCARD ACCOUNT STATEMENT
[REDACTED] 527
May 23, 2021 - June 21, 2021



Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
<u>Type of Balance</u>	<u>Annual Percentage Rate (APR)</u>	<u>Balance Subject to Interest Rate</u>	<u>Interest Charge</u>
Purchases	29.90%	\$0.00	\$0.00
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

3527

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

- A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

- Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
- A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477

GENESIS FS CARD SERVICES
PO BOX 23039
COLUMBUS GA 31902-3039

Make check/money
order payable to

CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

**0000000

Account Number 3527
New Balance \$345.10
Minimum Payment Due \$85.10
Payment Due Date 08/18/21
AMOUNT ENCLOSED \$

Please write your account number on your check/money order
and do not send cash.

Address/Phone Number Change

Please check here and complete Address/Phone
Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo

MASTERCARD ACCOUNT STATEMENT
June 22, 2021 - July 19, 2021



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$40.00
Overlimit Amount	\$45.10
Statement Closing Date	July 19, 2021
# of Days in Billing Cycle	28

Purchase/Cash Advance Balance Summary	
Previous Balance	\$304.00
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$33.53
Interest Charged	\$7.57
New Purchase/Cash Advance Balance	\$345.10

Payment Information	
Total New Balance	\$345.10
Minimum Payment Due	\$85.10
Payment Due Date	August 18, 2021

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	9 month(s)	\$383
If you would like information about credit counseling services, call 1-866-946-9545.		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

YOUR MINIMUM PAYMENT INCLUDES ANY OVERLIMIT AND PAST DUE AMOUNTS.
PLEASE REMIT IMMEDIATELY.

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	07/19	07/19	CREDIT PROTECTION FEES	\$4.53
	07/19	07/19	LATE PAYMENT CHARGE	\$29.00
			TOTAL FEES FOR THIS PERIOD	\$33.53

Interest Charged				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	07/19	07/19	INTEREST CHARGE PURCHASE	\$7.57
			TOTAL INTEREST FOR THIS PERIOD	\$7.57

2021 Totals Year-to-Date	
Total fees charged in 2021	\$112.99
Total interest charged in 2021	\$7.57

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	29.90%	\$304.16	\$7.57
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

3527

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

- A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

- Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
- A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

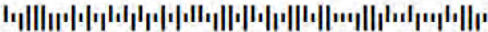
The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

3527

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477

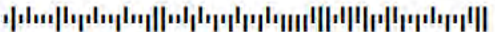


GENESIS FS CARD SERVICES
PO BOX 23039
COLUMBUS GA 31902-3039

Make check/money
order payable to

Account Number 3527
New Balance \$398.83
Minimum Payment Due \$138.83
Payment Due Date 09/18/21
AMOUNT ENCLOSED \$

Please write your account number on your check/money order
and do not send cash.



CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

**0000000

Address/Phone Number Change

☐ Please check here and complete Address/Phone
Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo®

MASTERCARD ACCOUNT STATEMENT

3527
July 20, 2021 - August 19, 2021



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$80.00
Overlimit Amount	\$98.83
Statement Closing Date	August 19, 2021
# of Days in Billing Cycle	31

Purchase/Cash Advance Balance Summary	
Previous Balance	\$345.10
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$45.14
Interest Charged	\$8.59
New Purchase/Cash Advance Balance	\$398.83

Payment Information	
Total New Balance	\$398.83
Minimum Payment Due	\$138.83
Payment Due Date	September 18, 2021

Late Payment Warning: If we do not receive your
minimum payment by the date listed above, you may
have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the
minimum payment each period, you will pay more in
interest and it will take you longer to pay off your
balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	10 month(s)	\$442
If you would like information about credit counseling services, call 1-866-946-9545.		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

YOUR MINIMUM PAYMENT INCLUDES ANY OVERLIMIT AND PAST DUE AMOUNTS.
PLEASE REMIT IMMEDIATELY.

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	08/19	08/19	CREDIT PROTECTION FEES	\$5.14
	08/19	08/19	LATE PAYMENT CHARGE	\$40.00
			TOTAL FEES FOR THIS PERIOD	\$45.14

Interest Charged				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	08/19	08/19	INTEREST CHARGE PURCHASE	\$8.59
			TOTAL INTEREST FOR THIS PERIOD	\$8.59

2021 Totals Year-to-Date	
Total fees charged in 2021	\$158.13
Total interest charged in 2021	\$16.16

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	29.90%	\$345.26	\$8.59
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

3527

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
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- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

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- A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

- Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
- A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

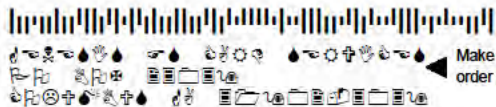
The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

3527

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477



Make check/money
order payable to

Account Number	██████████ 3527
New Balance	\$454.70
Minimum Payment Due	\$194.70
Payment Due Date	10/18/21
AMOUNT ENCLOSED	\$ <input type="text"/>

Please write your account number on your check/money order and do not send cash.

Address/Phone Number Change

☐ Please check here and complete Address/Phone Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo®

MASTERCARD ACCOUNT STATEMENT

██████████ 8527
August 20, 2021 - September 20, 2021



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$120.00
Overlimit Amount	\$154.70
Statement Closing Date	September 20, 2021
# of Days in Billing Cycle	32

Purchase/Cash Advance Balance Summary	
Previous Balance	\$398.83
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$45.94
Interest Charged	\$9.93
New Purchase/Cash Advance Balance	\$454.70

Payment Information	
Total New Balance	\$454.70
Minimum Payment Due	\$194.70
Payment Due Date	October 18, 2021

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	10 month(s)	\$503
If you would like information about credit counseling services, call 1-866-946-9545 .		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

**YOUR MINIMUM PAYMENT INCLUDES ANY OVERLIMIT AND PAST DUE AMOUNTS.
PLEASE REMIT IMMEDIATELY.**

Fees				
<u>Reference Number</u>	<u>Tran Date</u>	<u>Post Date</u>	<u>Description of Transaction or Credit</u>	<u>Amount</u>
	09/20	09/20	CREDIT PROTECTION FEES	\$5.94
	09/20	09/20	LATE PAYMENT CHARGE	\$40.00
			TOTAL FEES FOR THIS PERIOD	\$45.94

Interest Charged				
<u>Reference Number</u>	<u>Tran Date</u>	<u>Post Date</u>	<u>Description of Transaction or Credit</u>	<u>Amount</u>
	09/20	09/20	INTEREST CHARGE PURCHASE	\$9.93
			TOTAL INTEREST FOR THIS PERIOD	\$9.93

2021 Totals Year-to-Date	
Total fees charged in 2021	\$204.07
Total interest charged in 2021	\$26.09

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
<u>Type of Balance</u>	<u>Annual Percentage Rate (APR)</u>	<u>Balance Subject to Interest Rate</u>	<u>Interest Charge</u>
Purchases	29.90%	\$399.01	\$9.93
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

(v) = Variable Rate

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

SOC ROBINSON 000032

3527

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

- A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

- Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
- A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

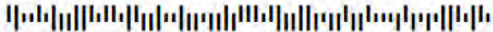
Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

OTHER DISCLOSURES

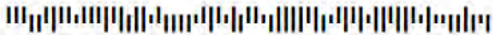
For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477



GENESIS FS CARD SERVICES
PO BOX 23039
COLUMBUS GA 31902-3039

Make check/money
order payable to



CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

**0000000

Account Number 3527
New Balance \$512.81
Minimum Payment Due \$252.81
Payment Due Date 11/18/21
AMOUNT ENCLOSED \$

Please write your account number on your check/money order
and do not send cash.

Address/Phone Number Change

☐ Please check here and complete Address/Phone
Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo®

MASTERCARD ACCOUNT STATEMENT

September 21, 2021 - October 19, 2021



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$160.00
Overlimit Amount	\$212.81
Statement Closing Date	October 19, 2021
# of Days in Billing Cycle	29

Purchase/Cash Advance Balance Summary	
Previous Balance	\$454.70
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$46.78
Interest Charged	\$11.33
New Purchase/Cash Advance Balance	\$512.81

Payment Information	
Total New Balance	\$512.81
Minimum Payment Due	\$252.81
Payment Due Date	November 18, 2021

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	11 month(s)	\$568
If you would like information about credit counseling services, call 1-866-946-9545.		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

YOUR MINIMUM PAYMENT INCLUDES ANY OVERLIMIT AND PAST DUE AMOUNTS.
PLEASE REMIT IMMEDIATELY.

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	10/19	10/19	CREDIT PROTECTION FEES	\$6.78
	10/19	10/19	LATE PAYMENT CHARGE	\$40.00
			TOTAL FEES FOR THIS PERIOD	\$46.78

Interest Charged				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	10/19	10/19	INTEREST CHARGE PURCHASE	\$11.33
			TOTAL INTEREST FOR THIS PERIOD	\$11.33

2021 Totals Year-to-Date	
Total fees charged in 2021	\$250.85
Total interest charged in 2021	\$37.42

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	29.90%	\$454.93	\$11.33
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

3527

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

- A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

- Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
- A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

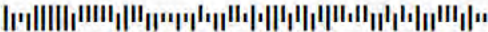
OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

3527

3527

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477



GENESIS FS CARD SERVICES
PO BOX 23039
COLUMBUS GA 31902-3039

Make check/money
order payable to

Account Number 3527
New Balance \$565.58
Minimum Payment Due \$305.58
Payment Due Date 12/18/21
AMOUNT ENCLOSED \$



CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

**0000000

Please write your account number on your check/money order
and do not send cash.

Address/Phone Number Change

☐ Please check here and complete Address/Phone
Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo®

MASTERCARD ACCOUNT STATEMENT
October 20, 2021 - November 19, 2021



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$200.00
Overlimit Amount	\$265.58
Statement Closing Date	November 19, 2021
# of Days in Billing Cycle	31

Purchase/Cash Advance Balance Summary	
Previous Balance	\$512.81
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$40.00
Interest Charged	\$12.77
New Purchase/Cash Advance Balance	\$565.58

Payment Information	
Total New Balance	\$565.58
Minimum Payment Due	\$305.58
Payment Due Date	December 18, 2021

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	11 month(s)	\$625
If you would like information about credit counseling services, call 1-866-946-9545.		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

YOUR MINIMUM PAYMENT INCLUDES ANY OVERLIMIT AND PAST DUE AMOUNTS.
PLEASE REMIT IMMEDIATELY.

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	11/19	11/19	LATE PAYMENT CHARGE	\$40.00
			TOTAL FEES FOR THIS PERIOD	\$40.00

Interest Charged				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	11/19	11/19	INTEREST CHARGE PURCHASE	\$12.77
			TOTAL INTEREST FOR THIS PERIOD	\$12.77

2021 Totals Year-to-Date	
Total fees charged in 2021	\$290.85
Total interest charged in 2021	\$50.19

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	29.90%	\$512.81	\$12.77
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

3527

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- **Account Information:** Your name and Account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

1. A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

2. Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - a. your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - b. your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
3. A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

1. If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - a. if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - b. if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
2. If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

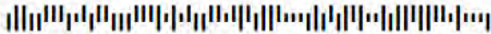
Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

OTHER DISCLOSURES

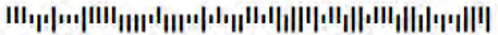
For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477



GENESIS FS CARD SERVICES
PO BOX 23039
COLUMBUS GA 31902-3039

Make check/money
order payable to



CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

**0000000

Account Number 3527
New Balance \$619.66
Minimum Payment Due \$360.66
Payment Due Date 01/18/22
AMOUNT ENCLOSED \$

Please write your account number on your check/money order
and do not send cash.

Address/Phone Number Change

☐ Please check here and complete Address/Phone
Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo®

MASTERCARD ACCOUNT STATEMENT

3527
November 20, 2021 - December 20, 2021



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$240.00
Overlimit Amount	\$319.66
Statement Closing Date	December 20, 2021
# of Days in Billing Cycle	31

Purchase/Cash Advance Balance Summary	
Previous Balance	\$565.58
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$40.00
Interest Charged	\$14.08
New Purchase/Cash Advance Balance	\$619.66

Payment Information	
Total New Balance	\$619.66
Minimum Payment Due	\$360.66
Payment Due Date	January 18, 2022

Late Payment Warning: If we do not receive your
minimum payment by the date listed above, you may
have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the
minimum payment each period, you will pay more in
interest and it will take you longer to pay off your
balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	12 month(s)	\$685
If you would like information about credit counseling services, call 1-866-946-9545.		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

YOUR MINIMUM PAYMENT INCLUDES ANY OVERLIMIT AND PAST DUE AMOUNTS.
PLEASE REMIT IMMEDIATELY.

Your statement will soon be updated. We have made changes to make it easier to read and
understand. In addition, we will be upgrading our website which may temporarily limit access
to some parts of the site.

Important:

Your due date will change to the 22nd of the month starting in March 2022.

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	12/20	12/20	LATE PAYMENT CHARGE	\$40.00
			TOTAL FEES FOR THIS PERIOD	\$40.00

Interest Charged				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	12/20	12/20	INTEREST CHARGE PURCHASE	\$14.08
			TOTAL INTEREST FOR THIS PERIOD	\$14.08

2021 Totals Year-to-Date	
Total fees charged in 2021	\$330.85
Total interest charged in 2021	\$64.27

3527

indigo®

MASTERCARD ACCOUNT STATEMENT
[REDACTED] 3527
November 20, 2021 - December 20, 2021



Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
<u>Type of Balance</u>	<u>Annual Percentage Rate (APR)</u>	<u>Balance Subject to Interest Rate</u>	<u>Interest Charge</u>
Purchases	29.90%	\$565.58	\$14.08
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

3527

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

- A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

- Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
- A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

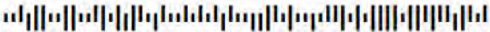
OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

SOC_ROBINSON 000040

3527

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477

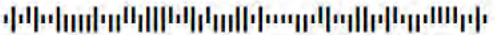


GENESIS FS CARD SERVICES
PO BOX 23039
COLUMBUS GA 31902-3039

Make check/money
order payable to

Account Number 3527
New Balance \$675.09
Minimum Payment Due \$419.09
Payment Due Date 02/18/22
AMOUNT ENCLOSED \$

Please write your account number on your check/money order
and do not send cash.



CHRISTOPHER B ROBINSON
20 BURNEY MOUNTAIN RD
FALKVILLE AL 35622-5700

**0000000

Address/Phone Number Change

☐ Please check here and complete Address/Phone
Number Change Form on reverse side.

Make your payment online at www.myindigocard.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

indigo®

MASTERCARD ACCOUNT STATEMENT
December 21, 2021 - January 19, 2022



Account Summary	
Credit Line	\$300.00
Available Credit	\$0.00
Past Due Amount	\$281.00
Overlimit Amount	\$375.09
Statement Closing Date	January 19, 2022
# of Days in Billing Cycle	30

Purchase/Cash Advance Balance Summary	
Previous Balance	\$619.66
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Adjustments	\$0.00
Fees Charged	\$40.00
Interest Charged	\$15.43
New Purchase/Cash Advance Balance	\$675.09

Payment Information	
Total New Balance	\$675.09
Minimum Payment Due	\$419.09
Payment Due Date	February 18, 2022

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	12 month(s)	\$746
If you would like information about credit counseling services, call 1-866-946-9545.		

Mail payment to:
Genesis FS Card Services
PO BOX 23039
COLUMBUS GA 31902-3039

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-946-9545
www.myindigocard.com

YOUR MINIMUM PAYMENT INCLUDES ANY OVERLIMIT AND PAST DUE AMOUNTS.
PLEASE REMIT IMMEDIATELY.

Your statement will soon be updated. We have made changes to make it easier to read and understand. In addition, we will be upgrading our website which may temporarily limit access to some parts of the site.

Important:
Your due date will change to the 22nd of the month starting in March 2022.

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	01/19	01/19	LATE PAYMENT CHARGE	\$40.00
			TOTAL FEES FOR THIS PERIOD	\$40.00

Interest Charged				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	01/19	01/19	INTEREST CHARGE PURCHASE	\$15.43
			TOTAL INTEREST FOR THIS PERIOD	\$15.43

2022 Totals Year-to-Date	
Total fees charged in 2022	\$40.00
Total interest charged in 2022	\$15.43

3527

indigo®

MASTERCARD ACCOUNT STATEMENT
[REDACTED] 3527
December 21, 2021 - January 19, 2022



Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
<u>Type of Balance</u>	<u>Annual Percentage Rate (APR)</u>	<u>Balance Subject to Interest Rate</u>	<u>Interest Charge</u>
Purchases	29.90%	\$619.66	\$15.43
Cash Advances	29.90%	\$0.00	\$0.00
(v) = Variable Rate			

3527

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

ADDRESS

CITY

STATE

ZIP CODE

()

HOME PHONE

BUSINESS PHONE

EMAIL ADDRESS

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

This Account is issued by Celtic Bank and serviced by Genesis FS Card Services, Inc.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon, 97076.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting www.myindigocard.com. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

ANNUAL FEE (if applicable)

If you wish to terminate your ability to use your Card to obtain further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of termination to us within thirty (30) days from the mailing date of the statement containing the renewal Annual Fee notice. Your notice must be sent to us at Genesis FS Card Services, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee will not be charged to your Account. Terminating credit availability will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement. These rights do not apply to an Annual Fee charged in connection with the opening of your Account.

CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

- A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the

calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.

- Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR) to:
 - your Average Daily Balance of Cash Advances (including new Cash Advances); and
 - your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$50, then a minimum interest charge of \$50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
- A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 29.9% and the Monthly Periodic Rate for Purchases is 2.4916%.

The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for the purpose.

SOC_ROBINSON 000043

Personal Credit Report for:
CHRISTOPHER ROBINSON

File Number:
[REDACTED] 7524

Date Created:
11/25/2022

Visit transunion.com/dispute to start a dispute online.

Personal Information

You have been on our files since 03/01/2001. Your SSN has been masked for your protection.

Credit Report Date

11/25/2022

Social Security Number

XXX-XX-1094

Date of Birth

[REDACTED] 1982

Name

CHRISTOPHER B. ROBINSON

Also Known As

AKA

CHRISTOPHER BRAN ROBINSON

AKA

CHRISTOPHER BRANDON ROBINSON

AKA

CHRIS B. ROBINSON



Addresses

Current Address

SPRING OAKS CAPITAL LLO [REDACTED] ****

Account Information

Address	PO BOX 1216 CHESAPEAKE, VA 23327
Phone	[REDACTED]
Date Opened	03/26/2022
Responsibility	Individual Account
Account Type	Open Account
Loan Type	FACTORING COMPANY ACCOUNT
Balance	\$675
Date Updated	11/18/2022
High Balance	\$675
Original Creditor	CELTIC BANK
Past Due	\$675
Pay Status	>Collection<
Estimated month and year this item will be removed	07/2028
Remarks	Account previously in dispute-now resolved. reported by credit grant; >PLACED FOR COLLECTION<

Satisfactory Accounts

The following accounts are reported with no adverse information. For your protection, your account numbers have been partially masked, and in some cases scrambled. Please note: Accounts are reported as "Current; Paid or paying as agreed" if paid within 30 days of the due date. Accounts reported as Current may still incur late fees or interest charges if not paid on or before the due date.

Account Name

MRV BANKS/REVVIA [REDACTED] ****

Account Information

Robinson v Spring Oaks 000202

Personal Credit Report for:
CHRISTOPHER ROBINSON

File Number:
[REDACTED] 7524

Date Created:
07/28/2023

Visit transunion.com/dispute to start a dispute online.

Personal Information

You have been on our files since 03/01/2001. Your SSN has been masked for your protection.

Credit Report Date

07/28/2023

Social Security Number

XXX-XX-1094

Date of Birth

[REDACTED] 1982

Name

CHRISTOPHER B. ROBINSON

Also Known As

AKA

CHRISTOPHER BRAN ROBINSON

AKA

CHRISTOPHER BRANDON ROBINSON

AKA

CHRIS B. ROBINSON



Addresses

Address

0550

Phone**Date Opened**

10/21/2022

Responsibility

Individual Account

Account Type

Open Account

Loan Type

FACTORING COMPANY ACCOUNT

Balance

\$992

Date Updated

07/15/2023

High Balance

\$992

Original Creditor

COVINGTON CREDIT

Past Due

\$992

Pay Status

>Collection<

Estimated month and year this item will be removed

05/2028

Remarks

>PLACED FOR COLLECTION<

RESURGENT RECEIVABLES

Account Information**Address**

355 S MAIN STREET,STE 300 J GREENVILLE, SC 29601

Phone

(888) 453-0011

Date Opened

07/22/2020

Responsibility

Individual Account

Account Type

Open Account

Loan Type

FACTORING COMPANY ACCOUNT

Date Updated 07/05/2023

High Balance \$862

Original Creditor CREDIT ONE BANK N A

Past Due \$1,099

Pay Status >Collection<

Estimated month and year this item will be removed 11/2026

Remarks Account information disputed by consumer (FCRA);
>PLACED FOR COLLECTION<

SPRING OAKS CAPITAL LLO [REDACTED] ****

Account Information

Address PO BOX 1216 CHESAPEAKE, VA 23327

Phone (866) 281-3065

Date Opened 03/26/2022

Responsibility Individual Account

Account Type Open Account

Loan Type FACTORING COMPANY ACCOUNT

Balance \$675

Date Updated 07/21/2023

High Balance \$675

Original Creditor CELTIC BANK

Past Due \$675

Pay Status >Collection<

Remarks

Account previously in dispute-now resolved. reported by credit grant; >PLACED FOR COLLECTION<

Satisfactory Accounts

The following accounts are reported with no adverse information. For your protection, your account numbers have been partially masked, and in some cases scrambled. Please note: Accounts are reported as "Current; Paid or paying as agreed" if paid within 30 days of the due date. Accounts reported as Current may still incur late fees or interest charges if not paid on or before the due date.

Account Name

BRIGIT / COASTAL COMMUNITY BANK [REDACTED] *

Account Information

Address	5415 EVERGREEN WAY EVERETT, WA 98203
Phone	(425) 257-9000
Monthly Payment	\$0
Date Opened	05/04/2023
Responsibility	Individual Account
Account Type	Installment Account
Loan Type	NOTE LOAN
Balance	\$0
Date Updated	06/05/2023
Payment Received	\$575
Last Payment Made	05/12/2023
High Balance	\$600
Pay Status	Paid, Closed; was Paid as agreed
Terms	\$0 per month, paid Monthly for 24 months
Date Closed	06/05/2023

Robinson v Spring Oaks 000061

Personal Credit Report for:
CHRISTOPHER ROBINSON

File Number:
[REDACTED] 7524

Date Created:
11/29/2023

Visit transunion.com/dispute to start a dispute online.

Personal Information

You have been on our files since 03/01/2001. Your SSN has been masked for your protection.

Credit Report Date

11/29/2023

Social Security Number

XXX-XX-1094

Date of Birth

[REDACTED] 1982

Name

CHRISTOPHER B. ROBINSON

Also Known As

AKA

CHRISTOPHER BRAN ROBINSON

AKA

CHRISTOPHER BRANDON ROBINSON

AKA

CHRIS B. ROBINSON



Addresses

Loan Type	FACTORING COMPANY ACCOUNT
Balance	\$442
Date Updated	11/06/2023
High Balance	\$442
Original Creditor	REVVI CARD MRV BANKS
Past Due	\$442
Pay Status	>Collection<
Estimated month and year this item will be removed	10/2029
Remarks	Account information disputed by consumer (FCRA); >PLACED FOR COLLECTION<

RESURGENT RECEIVABLES [REDACTED]

Account Information

Address	PO Box 1269 GREENVILLE, SC 29602
Phone	(866) 464-1183
Date Opened	07/22/2020
Responsibility	Individual Account
Account Type	Open Account
Loan Type	FACTORING COMPANY ACCOUNT
Balance	\$1,121
Date Updated	11/06/2023
High Balance	\$862
Original Creditor	CREDIT ONE BANK N A

Pay Status >Collection<

Estimated month and year this item will be removed 11/2026

Remarks Account information disputed by consumer (FCRA);
>PLACED FOR COLLECTION<

SPRING OAKS CAPITAL LLO [REDACTED] **

Account Information

Address PO BOX 1216 CHESAPEAKE, VA 23327

Phone (866) 281-3065

Date Opened 03/26/2022

Responsibility Individual Account

Account Type Open Account

Loan Type FACTORING COMPANY ACCOUNT

Balance \$675

Date Updated 11/24/2023

High Balance \$675

Original Creditor CELTIC BANK

Past Due \$675

Pay Status >Collection<

Estimated month and year this item will be removed 07/2028

Remarks Account previously in dispute-now resolved. reported
by credit grant; >PLACED FOR COLLECTION<

SPRING OAKS CAPITAL LLO [REDACTED] ****

Account Information

Robinson v Spring Oaks 000120

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

CHRISTOPHER ROBINSON)
)
 Plaintiff,)
)
 v.)
) **CIVIL ACTION NO.:**
 SPRING OAKS CAPITAL, LLC,)
 et. al.)
) **2:23-cv-01381-AMM**
 Defendant.)

**ANSWERS AND RESPONSES TO PLAINTIFF’S FIRST SET OF DISCOVERY
REQUESTS BY SPRING OAKS CAPITAL, LLC**

Defendant Spring Oaks Capital, LLC (“Spring Oaks” and “Defendant”) submits the herein answers, objections and responses to Plaintiff’s First Set of Interrogatories, Document Requests, and Requests for Admission as follows:

PRELIMINARY STATEMENT

1. These answers are based upon information presently known by Spring Oaks. It is anticipated that further discovery, investigation, legal research and analysis will supply additional factual conclusions and legal contentions. Spring Oaks reserves the right to rely on such additional discovery, investigation, legal research and analysis, and to make such additions, changes, and variations to these answers as warranted thereby. These answers are made in a good faith effort to supply as much information and specification as presently known.

2. Each answer herein is subject to all objections on any grounds that would require exclusion of all or part of any statement herein as if such request was asked of, or statements



contained herein were made by, a witness testifying at trial, all such objections being expressly reserved.

3. The absence of an objection that a request is irrelevant is not intended to be a waiver of that objection and Spring Oaks reserves the right to object on relevancy grounds at any stage of these proceedings.

4. To the extent any request or any part thereof is intended to elicit information protected from discovery by the attorney-client privilege or the attorney work product doctrine, Spring Oaks objects thereto and asserts the protection and privileges provided thereby to the fullest extent.

Referencing and expressly incorporating each of these general objections, Spring Oaks hereby responds and objects as follows:

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1:

Identify the person or persons responsible for receiving, processing, investigating and/or responding to Christopher Robinson's letter delivered to you on or about October 3, 2022.

Answer: Spring Oaks objects to this interrogatory as overly broad and vague and ambiguous as to “responsible for receiving, processing, investigating and/or responding,” and to the extent it seeks information that is not relevant or likely to lead to the discovery of admissible evidence. Subject to and without waiving said objections, Spring Oaks identifies the following individuals: Ny’Asia Davis, Lauren Hurlocker and Keara Moore and refers Plaintiff to the documents produced in response to Plaintiff’s Request for Production of Documents.

INTERROGATORY NO. 2:

Identify and describe the exact procedure or protocol followed upon receipt of Christopher Robinson's letter disputing a debt being collected by you.

Answer: Spring Oaks objects to this interrogatory as overly broad and unduly burdensome. Spring Oaks further objects because this request is vague and ambiguous as to “procedure or protocol.” Subject to and without waiving the objections, Spring Oaks noted the account as “disputed” upon receipt of Plaintiff’s letter disputing the debt. Spring Oaks then conducted a reasonable investigation of Plaintiff’s claim disputing the debt, confirmed Plaintiff is the correct consumer on the account and confirmed that the information on the account is accurate. On October 31, 2022, Spring Oaks emailed correspondence to Plaintiff informing Plaintiff of the results of its investigation of Plaintiff’s dispute. Spring Oaks did not receive a response of any kind from Plaintiff until Plaintiff filed this lawsuit, more than 11 months after Spring Oaks informed Plaintiff of its investigation results and findings.

INTERROGATORY NO. 3:

Specify the training given to the person or persons identified in Interrogatory #1 concerning the receiving, processing, investigating and/or responding to Christopher Robinson's letter delivered to you on or about October 3, 2022.

Answer: Spring Oaks objects to the interrogatory as overly broad and unduly burdensome to the extent it seeks information not relevant to Plaintiff’s claims. Spring Oaks further objects to the interrogatory because it is vague and ambiguous as to “training given” in specific relation to Plaintiff’s disputed account. Spring Oaks further objects to the extent that this request seeks information that is proprietary and confidential. Spring Oaks will produce relevant employee

training documents responsive to this request upon execution of mutually agreeable protective order.

INTERROGATORY NO. 4:

Describe any and all steps taken by SPRING OAKS to investigate Christopher Robinson's dispute the subject of this action.

Answer: Spring Oaks objects to this interrogatory as vague and ambiguous as to “investigate.” Subject to and without waiving this objection, Spring Oaks noted the account as “disputed” upon receipt of Plaintiff’s letter disputing the debt. Spring Oaks then conducted a reasonable investigation of Plaintiff’s claim disputing the debt, confirmed Plaintiff is the correct consumer on the account and confirmed that the information on the account is accurate. On October 31, 2022, Spring Oaks emailed correspondence to Plaintiff informing Plaintiff of the results of its investigation of Plaintiff’s dispute. Spring Oaks did not receive a response of any kind from Plaintiff until Plaintiff filed this lawsuit, over 11 months after Spring Oaks informed Plaintiff of its investigation results and findings.

INTERROGATORY NO. 5:

Identify the person or persons responsible for deciding on the language used to mark Christopher Robinson's credit report in response to the dispute.

Answer: Spring Oaks objects to this interrogatory as vague and ambiguous as to the phrase “deciding on the language used to mark. . .” Further, Spring Oaks did not “decide” on “language used to mark” Plaintiff’s “credit report” and instead Spring Oaks reported to TransUnion certain codes contained within the “Credit Reporting Resource Guide” published by the Consumer Data Industry Association. Subject to and without waiving the objections, see TransUnion and the

authors of the Credit Reporting Resource Guide produced in response to Plaintiff's Request for Production of Documents.

INTERROGATORY NO. 6:

Specify the rationale or reasoning behind choosing the language "Account previously in dispute-now resolved" for marking Christopher Robinson's credit report.

Answer: Spring Oaks objects to this interrogatory as overly broad and unduly burdensome. Spring Oaks objects to this interrogatory as vague and ambiguous as to the "rationale or reasoning." Subject to and without waiving the objections, Spring Oaks did not "choose" any "language" in reporting Plaintiff's account to TransUnion and instead relied upon the Consumer Data Industry Association compliance condition codes contained within the "Credit Reporting Resource Guide" to report on the account.

INTERROGATORY NO. 7:

Explain in detail why SPRING OAKS did not use the language "Account information disputed by consumer" in marking Christopher Robinson's credit report.

Answer: Spring Oaks objects that this interrogatory seeks information that is not relevant or likely to lead to the discovery of admissible evidence and is argumentative, specifically, by requesting a response to a vague hypothetical. Subject to and without waiving the objections, Spring Oaks did not "use" any "language" in reporting Plaintiff's account to TransUnion and instead relied upon the Consumer Data Industry Association compliance condition codes contained within the "Credit Reporting Resource Guide" to report on the account.

INTERROGATORY NO. 8:

List all credit reporting agencies SPRING OAKS communicated with concerning Christopher Robinson's account from September 2021 to the present.

Answer: TransUnion.

INTERROGATORY NO. 9:

Detail any communications, instructions, or guidelines given to or received from Equifax, Experian and TransUnion concerning the marking of Christopher Robinson's account.

Answer: Spring Oaks objects that this interrogatory is vague and ambiguous as to “concerning the marking of Christopher Robinson’ account.” Subject to and without waiving the objection, none.

INTERROGATORY NO. 10:

Describe any and all changes or updates made to Christopher Robinson's credit report from the date of receipt of the dispute letter to the present.

Answer: Spring Oaks objects that this interrogatory is overbroad and unduly burdensome to the extent it seeks information better known to Plaintiff or other non-parties to this lawsuit, and because it is vague and ambiguous as to “changes or updates made” without specifying by whom.

INTERROGATORY NO. 11:

Identify any third-party vendors or contractors involved in any part of the process from receiving Christopher Robinson's dispute letter the subject of this action to marking Christopher Robinson's credit report.

Answer: None.

INTERROGATORY NO. 12:

Describe any performance metrics, incentives, or goals, by whatever name called, related to the receiving, processing, investigating and/or responding to consumer disputes within SPRING OAKS in place at the time you received, processed, investigated and responded to Christopher Robinson's dispute letter.

Answer: Spring Oaks objects that the interrogatory is overly broad and unduly burdensome, seeks information that is not relevant or likely to lead to the discovery of admissible evidence. Spring Oaks further objects that the interrogatory is vague and ambiguous to “performance metrics, incentives, or goals.” Subject to and without waiving the objections, none.

INTERROGATORY NO. 13:

Identify and describe any research, studies, or internal documents that discuss the implications of different credit report markings on a consumer's credit score or creditworthiness for the last ten (10) years.

Answer: Spring Oaks objects that the interrogatory is overly broad and unduly burdensome, seeks information that is not relevant or likely to lead to the discovery of admissible evidence. Spring Oaks further objects that the interrogatory is vague and ambiguous to “research, studies, or internal documents.” Subject to and without waiving the objections, none.

INTERROGATORY NO. 14:

Specify any and all software tools or platforms used in the dispute investigation process, including but not limited to those used for credit reporting.

Answer: Spring Oaks objects that the interrogatory is overly broad and unduly burdensome, seeks information that is not relevant or likely to lead to the discovery of admissible evidence. Subject to and without waiving the objections, InterProse.

INTERROGATORY NO. 15:

Detail the qualifications, training, and experience of the person or persons responsible for marking, changing or updating Christopher Robinson's credit report.

Answer: Spring Oaks objects that the interrogatory is overly broad and unduly burdensome, seeks information that is not relevant or likely to lead to the discovery of admissible evidence. Spring Oaks further objects to the extent that this request seeks information that is proprietary and confidential. Subject to and without waiving the objections, Spring Oaks develops and implements internal, standardized policies for account handling and all employees are knowledgeable and aware of such policies. Spring Oaks will produce relevant employee training documents responsive to this request upon execution of mutually agreeable protective order.

INTERROGATORY NO. 16:

Detail all forms of communication (e.g., email, call, text, letter) and their respective dates, initiated by SPRING OAKS towards Christopher Robinson since the receipt of the dispute letter.

Answer: See the documents produced in response to Plaintiff's Requests for Production of Documents which include the initial notice that Spring Oaks sent to Plaintiff on April 5, 2022, and the dispute response email Spring Oaks sent to Plaintiff on October 31, 2022.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce all internal policies, procedures, guidelines, or training materials related to the receiving, processing, investigating and/or responding to of consumer dispute letters for the time period 12 months prior to receiving Christopher Robinson's dispute letter up to the present date.

Response: Spring Oaks objects to this request on the grounds that it is vague, overly broad, unduly burdensome, and not proportionate to the needs of the case, insofar as it is not limited to matters at issue in this lawsuit. Spring Oaks further objects to the extent that this request seeks documents that are proprietary and confidential and not relevant or likely to lead to the discovery of admissible information. Subject to and without waiving the objections, Spring Oaks will produce to Plaintiff the policies and procedures in effect from October 1, 2022 through October 31, 2022 pertaining to the handling, processing, and reporting of written consumer disputes upon the entry of a suitable, mutually agreed-upon Protective Order.

2. Produce all internal policies, procedures, guidelines, or training materials related to the changing, altering or updating a consumer's credit information to the credit bureaus for the time period 12 months prior to receiving Christopher Robinson's dispute letter up to the present date.

Response: Spring Oaks objects to this request on the grounds that it is vague, overly broad, unduly burdensome, and not proportionate to the needs of the case, insofar as it is not limited to matters at issue in this lawsuit. Spring Oaks further objects to the extent that this request seeks documents that are proprietary and confidential and not relevant or likely to lead to the discovery of admissible information. Subject to and without waiving the objections, Spring Oaks will produce to Plaintiff the policies and procedures in effect from October 1, 2022 through October 31, 2022 pertaining to the handling, processing, and reporting of written consumer disputes upon the entry of a suitable, mutually agreed-upon Protective Order.

3. Produce all internal policies, procedures, guidelines, or training materials related to the changing, altering or updating a consumer's credit information to the credit bureaus when you receive a letter from the consumer disputing the alleged debt you are collecting or in response to a

letter from the consumer disputing the alleged debt you are collecting for the time period 12 months prior to receiving Christopher Robinson's dispute letter up to the present date.

Response: Spring Oaks objects to this request on the grounds that it is vague, overly broad, unduly burdensome, and not proportionate to the needs of the case, insofar as it is not limited to matters at issue in this lawsuit. Spring Oaks further objects to the extent that this request seeks documents that are proprietary and confidential and not relevant or likely to lead to the discovery of admissible information. Subject to and without waiving the objections, Spring Oaks will produce to Plaintiff the policies and procedures in effect from October 1, 2022 through October 31, 2022 pertaining to the handling, processing, and reporting of written consumer disputes upon the entry of a suitable, mutually agreed-upon Protective Order.

4. Produce any and all policies, procedures, guidelines, training materials and documents evidencing the decision-making process on how to mark Christopher Robinson's credit report post the receipt of the dispute letter.

Response: Spring Oaks objects to this request on the grounds that it is vague, overly broad, unduly burdensome, and not proportionate to the needs of the case, insofar as it is not limited to matters at issue in this lawsuit. Spring Oaks further objects to the extent that this request seeks documents that are proprietary and confidential and not relevant or likely to lead to the discovery of admissible information. Subject to and without waiving the objections, Spring Oaks will produce to Plaintiff the policies and procedures in effect from October 1, 2022 through October 31, 2022 pertaining to the handling, processing, and reporting of written consumer disputes upon the entry of a suitable, mutually agreed-upon Protective Order.

5. Produce all communications, including emails, memos, letters, and other documents, between SPRING OAKS and credit reporting agencies including but not limited to Equifax, Experian and TransUnion regarding Christopher Robinson's account from 12 months prior to receiving the dispute letter up to the present date.

Response: Responsive documents in Spring Oaks' possession regarding the reporting of Plaintiff's account to TransUnion are produced herein.

6. Produce any internal documents, studies, or research discussing the implications of different credit report markings on consumers' credit scores or creditworthiness.

Response: Spring Oaks objects to this request on the grounds that it is vague, overly broad, unduly burdensome, and not proportionate to the needs of the case, insofar as it is not limited to matters at issue in this lawsuit. Subject to and without waiving the foregoing objections, none.

7. Produce any and all information, documents or communications discussing or instructing the use of the language "Account previously in dispute-now resolved reported by credit grantor" in relation to marking credit reports from 2021 to present.

Response: Spring Oaks objects to this request on the grounds that it is vague, overly broad, unduly burdensome, and not proportionate to the needs of the case, insofar as it is not limited to matters at issue in this lawsuit. Spring Oaks further objects to this request to the extent it seeks documents protected from discovery by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving the objections, Spring Oaks produces the "Credit Reporting Resource Guide" published by the Consumer Data Industry Association herein.

8. Produce the full credit reporting history of Christopher Robinson as held, reported or accessed by SPRING OAKS.

Response: Spring Oaks objects to this request on the grounds that it seeks information in the possession and control of Plaintiff, and that it is vague and ambiguous as to “full credit reporting history.” Subject to and without waiving the objections, responsive documents are produced herein.

9. Produce all data, information, documents, communications, or records related to any third-party vendors or contractors involved in any part of the process from receiving, processing and investigating Christopher Robinson's dispute letter to marking, changing, altering or updating Christopher Robinson's credit information with the credit bureaus.

Response: None.

10. Produce any software manuals, user guidelines, or training materials related to platforms or tools used in the dispute investigation and credit reporting process from 12 months prior to receiving the dispute letter up to the present date.

Response: Spring Oaks objects to this request on the grounds that it is vague, overly broad, unduly burdensome, and not proportionate to the needs of the case, insofar as it is not limited to matters at issue in this lawsuit. Spring Oaks further objects to the extent that this request seeks documents that are proprietary and confidential and not relevant or likely to lead to the discovery of admissible information. Subject to and without waiving the objections, Spring Oaks will produce to Plaintiff the policies and procedures in effect from October 1, 2022 through October 31, 2022 pertaining to the handling, processing, and reporting of written consumer disputes upon the entry of a suitable, mutually agreed-upon Protective Order.

11. Produce all records of internal communications, discussions or meetings related to Christopher Robinson's dispute, its investigation, and subsequent credit report marking, changes or updates with the credit bureaus.

Response: Spring Oaks objects to this request to the extent it seeks documents protected from discovery by the attorney-client privilege and/or attorney work product doctrine. Spring Oaks objects to this request on the grounds that it is vague, overly broad, unduly burdensome, and not proportionate to the needs of the case, insofar as it is not limited to matters at issue in this lawsuit. Spring Oaks further objects to the extent that this request seeks documents that are proprietary and confidential and not relevant or likely to lead to the discovery of admissible information. Subject to and without waiving the objections, responsive documents are produced herein.

12. Produce any and all documents, communications, or training materials related to performance metrics, incentives, or goals associated with the handling of consumer disputes within SPRING OAKS.

Response: Spring Oaks objects to this request on the grounds that it is vague, overly broad, unduly burdensome, and not proportionate to the needs of the case, insofar as it is not limited to matters at issue in this lawsuit. Spring Oaks further objects to the extent that this request seeks documents that are proprietary and confidential and not relevant or likely to lead to the discovery of admissible information. Subject to and without waiving the objections, none.

13. Produce your account notes, by whatever name called, for Christopher Robinson's alleged debt on which you were collecting or attempting to collect that is the subject of this action documenting any and all actions taken on the alleged account, communications (internally or

otherwise), investigations of any disputes by Christopher Robinson, correspondence received and sent, and/or any credit reporting.

Response: Spring Oaks objects to this request to the extent it seeks documents protected from discovery by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving these objections, responsive documents are enclosed.

RESPONSES TO REQUESTS FOR ADMISSIONS

1. Admit that Spring Oaks received a letter from Christopher Robinson on October 3, 2022.

Response: Admit.

2. Admit that the letter from Christopher Robinson made clear he disputed the alleged debt that SPRING OAKS claims Christopher Robinson owed.

Response: Spring Oaks objects to this request on the basis that the letter is a written document. Subject to and without waiving the objections, Spring Oaks admits only that it understood from Plaintiff's letter that Plaintiff disputed the debt held by Spring Oaks. Spring Oaks denies any characterization regarding Plaintiff's specific intent or clarity of the letter.

3. Admit that Christopher Robinson explicitly mentioned in the letter that he did NOT want SPRING OAKS to send any documentation.

Response: Spring Oaks objects to this request on the basis that the letter is a written document. Subject to and without waiving the objections, to the extent an answer is required, Spring Oaks denies this request because the letter states that Plaintiff did not want Spring Oaks to send any "information," and he was not "interested in" receiving documentation.

4. Admit that Christopher Robinson explicitly mentioned in the letter that he did NOT want SPRING OAKS to send any validation.

Response: Spring Oaks objects on the basis that the letter is a written document. Subject to and without waiving the objections, to the extent an answer is required, Spring Oaks denies this request because while the letter states that it was not “a request for validation,” there is no “explicit” statement not to send any validation.

5. Admit that the dispute letter from Christopher Robinson was not a request for validation of the alleged debt.

Response: Spring Oaks objects on the basis that the letter is a written document. Spring Oaks further objects to the extent that this request seeks a legal opinion or legal conclusion about what constitutes a “request for validation. Subject to and without waiving these objections, to the extent an answer is required, Spring Oaks can neither truthfully admit or deny because Spring Oaks does not know Plaintiff’s intent in sending the letter.

6. Admit that the dispute letter from Christopher Robinson was not a request for verification of the alleged debt.

Response: Spring Oaks objects on the basis that the letter is a written document. Spring Oaks further objects to the extent that this request seeks a legal opinion or legal conclusion about what constitutes a “request for verification.” Subject to and without waiving these objections, to the extent an answer is required, Spring Oaks can neither truthfully admit or deny because Spring Oaks does not know Plaintiff’s intent in sending the letter.

7. Admit that SPRING OAKS is familiar with the industry standard language used by other collectors when updating consumer account information to the credit bureaus.

Response: Spring Oaks objects that this request is overly broad, vague, and ambiguous as to “industry standard language used by other collectors.” Spring Oaks further objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible evidence. Subject to and without waiving the objections, Spring Oaks admits only that some credit reporting terms are “standardized,” such as the compliance condition codes contained within the Credit Reporting Resource Guide published by the Consumer Data Industry Association, but denies any familiarity with unspecified terms used by unspecified debt collectors.

8. Admit that SPRING OAKS is familiar with the industry standard language used by other collectors when updating consumer account information to the credit bureaus when a consumer disputes an account, namely: "Account information disputed by consumer."

Response: Spring Oaks objects that this request is overly broad, vague, and ambiguous as to “industry standard language used by other collectors.” Spring Oaks further objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible evidence. Subject to and without waiving the objections, Spring Oaks admits only that some credit reporting terms are “standardized,” such as the compliance condition codes contained within the Credit Reporting Resource Guide published by the Consumer Data Industry Association, but denies any familiarity with unspecified terms used by unspecified debt collectors.

9. Admit that SPRING OAKS chose to mark Christopher Robinson's credit report with the language "Account previously in dispute – now resolved” rather than "Account information disputed by consumer."

Response: Denied. Spring Oaks did not “choose” any “language” in reporting Plaintiff’s account to TransUnion and instead relied upon the Consumer Data Industry Association compliance condition codes contained within the “Credit Reporting Resource Guide” to note the account.

10. Admit that SPRING OAKS' decision to use the aforementioned language was not an accident or oversight.

Response: Denied. Spring Oaks did not “decide” to “use” any “aforementioned language” in reporting Plaintiff’s account to TransUnion and instead relied upon the Consumer Data Industry Association compliance condition codes contained within the “Credit Reporting Resource Guide” to note the account.

11. Admit that the decision to use the aforementioned language was a conscious corporate policy or decision.

Response: Denied. Spring Oaks did not “decide” to “use” any “aforementioned language” in reporting Plaintiff’s account to TransUnion and instead relied upon the Consumer Data Industry Association compliance condition codes contained within the “Credit Reporting Resource Guide” to note the account.

12. Admit that SPRING OAKS is aware of how to mark a credit report to reflect that a debt is disputed by the consumer.

Response: Admit.

ROSSMAN ATTORNEY GROUP, PLLC

Date: March 1, 2024

/s/ John K. Rossman

John K. Rossman

Attorney for Spring Oaks Capital, LLC

P.O. Box 24140

Edina, MN 55424

612-439-5551

John.Rossman@rossmanattorneygroup.com

VERIFICATION FOR INTERROGATORY RESPONSES

I, Catherine Calko, have read the foregoing Answers to Interrogatories and declare under penalty of perjury that the information set forth therein is true and correct to the best of my knowledge.

EXECUTED on this 1st day of March, 2024.

Catherine Calko



Fair Debt Collection Practices Act

15 U.S.C. §§ 1692-1692p



Last amended July 2010

THE FAIR DEBT COLLECTION PRACTICES ACT

As amended by Pub. L. 111-203, title X, 124 Stat. 2092 (2010)

As a public service, the staff of the Federal Trade Commission (FTC) has prepared the following complete text of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692-1692p.

Please note that the format of the text differs in minor ways from the U.S. Code and West's U.S. Code Annotated. For example, this version uses FDCPA section numbers in the headings. In addition, the relevant U.S. Code citation is included with each section heading. Although the staff has made every effort to transcribe the statutory material accurately, this compendium is intended as a convenience for the public and not a substitute for the text in the U.S. Code.

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15 USC 1601 note

§ 801. Short Title

This subchapter may be cited as the “Fair Debt Collection Practices Act.”

15 USC 1692

§ 802. Congressional findings and declaration of purpose**(a) Abusive practices**

There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.

(b) Inadequacy of laws

Existing laws and procedures for redressing these injuries are inadequate to protect consumers.

(c) Available non-abusive collection methods

Means other than misrepresentation or other abusive debt collection practices are available for the effective collection of debts.

(d) Interstate commerce

Abusive debt collection practices are carried on to a substantial extent in interstate commerce and through means and instrumentalities of such commerce. Even where abusive debt collection practices are purely intrastate in character, they nevertheless directly affect interstate commerce.

(e) Purposes

It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.

§ 803. Definitions

15 USC 1692a

As used in this subchapter—

- (1) The term “Bureau” means the Bureau of Consumer Financial Protection.
- (2) The term “communication” means the conveying of information regarding a debt directly or indirectly to any person through any medium.
- (3) The term “consumer” means any natural person obligated or allegedly obligated to pay any debt.
- (4) The term “creditor” means any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include any person to the extent that he receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt for another.
- (5) The term “debt” means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.
- (6) The term “debt collector” means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts. For the purpose of section 1692f(6) of this title, such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal pur-

pose of which is the enforcement of security interests. The term does not include—

- (A) any officer or employee of a creditor while, in the name of the creditor, collecting debts for such creditor;
- (B) any person while acting as a debt collector for another person, both of whom are related by common ownership or affiliated by corporate control, if the person acting as a debt collector does so only for persons to whom it is so related or affiliated and if the principal business of such person is not the collection of debts;
- (C) any officer or employee of the United States or any State to the extent that collecting or attempting to collect any debt is in the performance of his official duties;
- (D) any person while serving or attempting to serve legal process on any other person in connection with the judicial enforcement of any debt;
- (E) any nonprofit organization which, at the request of consumers, performs bona fide consumer credit counseling and assists consumers in the liquidation of their debts by receiving payments from such consumers and distributing such amounts to creditors; and
- (F) any person collecting or attempting to collect any debt owed or due or asserted to be owed or due another to the extent such activity
 - (i) is incidental to a bona fide fiduciary obligation or a bona fide escrow arrangement;
 - (ii) concerns a debt which was originated by such person;
 - (iii) concerns a debt which was not in default at the time it was obtained by such person; or
 - (iv) concerns a debt obtained by such person as a secured party in a commercial credit transaction involving the creditor.

- (7) The term “location information” means a consumer’s place of abode and his telephone number at such place, or his place of employment.
- (8) The term “State” means any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any political subdivision of any of the foregoing.

§ 804. Acquisition of location information

15 USC 1692b

Any debt collector communicating with any person other than the consumer for the purpose of acquiring location information about the consumer shall—

- (1) identify himself, state that he is confirming or correcting location information concerning the consumer, and, only if expressly requested, identify his employer;
- (2) not state that such consumer owes any debt;
- (3) not communicate with any such person more than once unless requested to do so by such person or unless the debt collector reasonably believes that the earlier response of such person is erroneous or incomplete and that such person now has correct or complete location information;
- (4) not communicate by post card;
- (5) not use any language or symbol on any envelope or in the contents of any communication effected by the mails or telegram that indicates that the debt collector is in the debt collection business or that the communication relates to the collection of a debt; and
- (6) after the debt collector knows the consumer is represented by an attorney with regard to the subject debt and has knowledge of, or can readily ascertain, such attorney’s name and address, not communicate with any person other than that attorney, unless the attorney fails to respond within a reasonable period of time to communication from the debt collector.

15 USC 1692c

§ 805. Communication in connection with debt collection**(a) Communication with the consumer generally**

Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with the collection of any debt—

- (1) at any unusual time or place or a time or place known or which should be known to be inconvenient to the consumer. In the absence of knowledge of circumstances to the contrary, a debt collector shall assume that the convenient time for communicating with a consumer is after 8 o'clock antemeridian and before 9 o'clock postmeridian, local time at the consumer's location;
- (2) if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer; or
- (3) at the consumer's place of employment if the debt collector knows or has reason to know that the consumer's employer prohibits the consumer from receiving such communication.

(b) Communication with third parties

Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

(c) Ceasing communication

§ 805

15 USC 1692c

If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt, except—

- (1) to advise the consumer that the debt collector's further efforts are being terminated;
- (2) to notify the consumer that the debt collector or creditor may invoke specified remedies which are ordinarily invoked by such debt collector or creditor; or
- (3) where applicable, to notify the consumer that the debt collector or creditor intends to invoke a specified remedy.

If such notice from the consumer is made by mail, notification shall be complete upon receipt.

(d) "Consumer" defined

For the purpose of this section, the term "consumer" includes the consumer's spouse, parent (if the consumer is a minor), guardian, executor, or administrator.

§ 806. Harassment or abuse

15 USC 1692d

A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

- (1) The use or threat of use of violence or other criminal means to harm the physical person, reputation, or property of any person.
- (2) The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader.
- (3) The publication of a list of consumers who allegedly refuse to pay debts, except to a consumer reporting agency or to persons meeting the requirements of sec-

tion 1681a(f) or 1681b(3)¹ of this title.

- (4) The advertisement for sale of any debt to coerce payment of the debt.
- (5) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.
- (6) Except as provided in section 1692b of this title, the placement of telephone calls without meaningful disclosure of the caller's identity.

15 USC 1692e

§ 807. False or misleading representations

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

- (1) The false representation or implication that the debt collector is vouched for, bonded by, or affiliated with the United States or any State, including the use of any badge, uniform, or facsimile thereof.
- (2) The false representation of—
 - (A) the character, amount, or legal status of any debt; or
 - (B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.
- (3) The false representation or implication that any individual is an attorney or that any communication is from an attorney.
- (4) The representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such action is lawful and the debt collector or creditor intends to take such action.

1. Section 604(3) has been renumbered as Section 604(a)(3).

- (5) The threat to take any action that cannot legally be taken or that is not intended to be taken.
- (6) The false representation or implication that a sale, referral, or other transfer of any interest in a debt shall cause the consumer to—
 - (A) lose any claim or defense to payment of the debt; or
 - (B) become subject to any practice prohibited by this subchapter.
- (7) The false representation or implication that the consumer committed any crime or other conduct in order to disgrace the consumer.
- (8) Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed.
- (9) The use or distribution of any written communication which simulates or is falsely represented to be a document authorized, issued, or approved by any court, official, or agency of the United States or any State, or which creates a false impression as to its source, authorization, or approval.
- (10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.
- (11) The failure to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in subsequent communications that the communication is from a debt collector, except that this paragraph shall not apply to a formal pleading made in connection with a legal action.
- (12) The false representation or implication that accounts have been turned over to innocent purchasers for value.

- (13) The false representation or implication that documents are legal process.
- (14) The use of any business, company, or organization name other than the true name of the debt collector's business, company, or organization.
- (15) The false representation or implication that documents are not legal process forms or do not require action by the consumer.
- (16) The false representation or implication that a debt collector operates or is employed by a consumer reporting agency as defined by section 1681a(f) of this title.

15 USC 1692f

§ 808. Unfair practices

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

- (1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.
- (2) The acceptance by a debt collector from any person of a check or other payment instrument postdated by more than five days unless such person is notified in writing of the debt collector's intent to deposit such check or instrument not more than ten nor less than three business days prior to such deposit.
- (3) The solicitation by a debt collector of any postdated check or other postdated payment instrument for the purpose of threatening or instituting criminal prosecution.
- (4) Depositing or threatening to deposit any postdated check or other postdated payment instrument prior to the date on such check or instrument.
- (5) Causing charges to be made to any person for communications by concealment of the true propose of the communication. Such charges include, but are not limited to, collect telephone calls and telegram fees.

§ 807

15 USC 1692e

- (6) Taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if—
 - (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest;
 - (B) there is no present intention to take possession of the property; or
 - (C) the property is exempt by law from such dispossession or disablement.
- (7) Communicating with a consumer regarding a debt by post card.
- (8) Using any language or symbol, other than the debt collector's address, on any envelope when communicating with a consumer by use of the mails or by telegram, except that a debt collector may use his business name if such name does not indicate that he is in the debt collection business.

§ 809. Validation of debts

15 USC 1692g

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such

verification or judgment will be mailed to the consumer by the debt collector; and

- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

(c) Admission of liability

The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

(d) Legal pleadings

A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a).

(e) Notice provisions

The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by title 26, title V of Gramm-Leach-Bliley Act [15 U.S.C. 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.

§ 810. Multiple debts

15 USC 1692h

If any consumer owes multiple debts and makes any single payment to any debt collector with respect to such debts, such debt collector may not apply such payment to any debt which is disputed by the consumer and, where applicable, shall apply such payment in accordance with the consumer's directions.

§ 811. Legal actions by debt collectors

15 USC 1692i

(a) Venue

Any debt collector who brings any legal action on a debt against any consumer shall—

- (1) in the case of an action to enforce an interest in real property securing the consumer's obligation, bring such action only in a judicial district or similar legal entity in which such real property is located; or
- (2) in the case of an action not described in paragraph (1), bring such action only in the judicial district or similar legal entity—
 - (A) in which such consumer signed the contract sued upon; or
 - (B) in which such consumer resides at the commencement of the action.

(b) Authorization of actions

Nothing in this subchapter shall be construed to authorize the bringing of legal actions by debt collectors.

15 USC 1692j

§ 812. Furnishing certain deceptive forms

- (a) It is unlawful to design, compile, and furnish any form knowing that such form would be used to create the false belief in a consumer that a person other than the creditor of such consumer is participating in the collection of or in an attempt to collect a debt such consumer allegedly owes such creditor, when in fact such person is not so participating.
- (b) Any person who violates this section shall be liable to the same extent and in the same manner as a debt collector is liable under section 1692k of this title for failure to comply with a provision of this subchapter.

15 USC 1692k

§ 813. Civil liability

- (a) Amount of damages

Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of—

- (1) any actual damage sustained by such person as a result of such failure;
- (2) (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000; or
(B) in the case of a class action,
 - (i) such amount for each named plaintiff as could be recovered under subparagraph (A), and
 - (ii) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of the debt collector; and
- (3) in the case of any successful action to enforce the foregoing liability, the costs of the action, together with a reasonable attorney's fee as determined by the court. On a finding by the court that an action under this sec-

§ 812

15 USC 1692j

tion was brought in bad faith and for the purpose of harassment, the court may award to the defendant attorney's fees reasonable in relation to the work expended and costs.

(b) Factors considered by court

In determining the amount of liability in any action under subsection (a) of this section, the court shall consider, among other relevant factors—

- (1) in any individual action under subsection (a)(2)(A) of this section, the frequency and persistence of noncompliance by the debt collector, the nature of such noncompliance, and the extent to which such noncompliance was intentional; or
- (2) in any class action under subsection (a)(2)(B) of this section, the frequency and persistence of noncompliance by the debt collector, the nature of such noncompliance, the resources of the debt collector, the number of persons adversely affected, and the extent to which the debt collector's noncompliance was intentional.

(c) Intent

A debt collector may not be held liable in any action brought under this subchapter if the debt collector shows by a preponderance of evidence that the violation was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

(d) Jurisdiction

An action to enforce any liability created by this subchapter may be brought in any appropriate United States district court without regard to the amount in controversy, or in any other court of competent jurisdiction, within one year from the date on which the violation occurs.

(e) Advisory opinions of Bureau

No provision of this section imposing any liability shall apply to any act done or omitted in good faith in conformity with any advisory opinion of the Bureau, notwith-

standing that after such act or omission has occurred, such opinion is amended, rescinded, or determined by judicial or other authority to be invalid for any reason.

15 USC 1692f

§ 814. Administrative enforcement

(a) Federal Trade Commission

The Federal Trade Commission shall be authorized to enforce compliance with this subchapter, except to the extent that enforcement of the requirements imposed under this subchapter is specifically committed to another Government agency under any of paragraphs (1) through (5) of subsection (b), subject to subtitle B of the Consumer Financial Protection Act of 2010 [12 U.S.C. 5511 et seq.]. For purpose of the exercise by the Federal Trade Commission of its functions and powers under the Federal Trade Commission Act (15 U.S.C. 41 et seq.), a violation of this subchapter shall be deemed an unfair or deceptive act or practice in violation of that Act. All of the functions and powers of the Federal Trade Commission under the Federal Trade Commission Act are available to the Federal Trade Commission to enforce compliance by any person with this subchapter, irrespective of whether that person is engaged in commerce or meets any other jurisdictional tests under the Federal Trade Commission Act, including the power to enforce the provisions of this subchapter, in the same manner as if the violation had been a violation of a Federal Trade Commission trade regulation rule.

(b) Applicable provisions of law

Subject to subtitle B of the Consumer Financial Protection Act of 2010, compliance with any requirements imposed under this subchapter shall be enforced under—

- (1) section 8 of the Federal Deposit Insurance Act [12 U.S.C. 1818], by the appropriate Federal banking agency, as defined in section 3(q) of the Federal Deposit Insurance Act (12 U.S.C. 1813(q)), with respect to—

- (A) national banks, Federal savings associations, and Federal branches and Federal agencies of foreign banks;
 - (B) member banks of the Federal Reserve System (other than national banks), branches and agencies of foreign banks (other than Federal branches, Federal agencies, and insured State branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act [12 U.S.C. 601 et seq., 611 et seq.]; and
 - (C) banks and State savings associations insured by the Federal Deposit Insurance Corporation (other than members of the Federal Reserve System), and insured State branches of foreign banks;
- (2) the Federal Credit Union Act [12 U.S.C. 1751 et seq.], by the Administrator of the National Credit Union Administration with respect to any Federal credit union;
 - (3) subtitle IV of title 49, by the Secretary of Transportation, with respect to all carriers subject to the jurisdiction of the Surface Transportation Board;
 - (4) part A of subtitle VII of title 49, by the Secretary of Transportation with respect to any air carrier or any foreign air carrier subject to that part;
 - (5) the Packers and Stockyards Act, 1921 [7 U.S.C. 181 et seq.] (except as provided in section 406 of that Act [7 U.S.C. 226, 227]), by the Secretary of Agriculture with respect to any activities subject to that Act; and
 - (6) subtitle E of the Consumer Financial Protection Act of 2010 [12 U.S.C. 5561 et seq.], by the Bureau, with respect to any person subject to this subchapter.

The terms used in paragraph (1) that are not defined in this subchapter or otherwise defined in section 3(s) of the Federal Deposit Insurance Act (12 U.S.C. 1813(s)) shall have the meaning given to them in section 1(b) of the International Banking Act of 1978 (12 U.S.C. 3101).

(c) Agency powers

For the purpose of the exercise by any agency referred to in subsection (b) of this section of its powers under any Act referred to in that subsection, a violation of any requirement imposed under this subchapter shall be deemed to be a violation of a requirement imposed under that Act. In addition to its powers under any provision of law specifically referred to in subsection (b) of this section, each of the agencies referred to in that subsection may exercise, for the purpose of enforcing compliance with any requirement imposed under this subchapter any other authority conferred on it by law, except as provided in subsection (d) of this section.

(d) Rules and regulations

Except as provided in section 1029(a) of the Consumer Financial Protection Act of 2010 [12 U.S.C. 5519(a)], the Bureau may prescribe rules with respect to the collection of debts by debt collectors, as defined in this subchapter.

15 USC 1692m

§ 815. Reports to Congress by the Bureau; views of other Federal agencies

- (a) Not later than one year after the effective date of this subchapter and at one-year intervals thereafter, the Bureau shall make reports to the Congress concerning the administration of its functions under this subchapter, including such recommendations as the Bureau deems necessary or appropriate. In addition, each report of the Bureau shall include its assessment of the extent to which compliance with this subchapter is being achieved and a summary of the enforcement actions taken by the Bureau under section 1692l of this title.
- (b) In the exercise of its functions under this subchapter, the Bureau may obtain upon request the views of any other Federal agency which exercises enforcement functions under section 1692l of this title.

§ 816. Relation to State laws

15 USC 1692n

This subchapter does not annul, alter, or affect, or exempt any person subject to the provisions of this subchapter from complying with the laws of any State with respect to debt collection practices, except to the extent that those laws are inconsistent with any provision of this subchapter, and then only to the extent of the inconsistency. For purposes of this section, a State law is not inconsistent with this subchapter if the protection such law affords any consumer is greater than the protection provided by this subchapter.

§ 817. Exemption for State regulation

15 USC 1692o

The Bureau shall by regulation exempt from the requirements of this subchapter any class of debt collection practices within any State if the Bureau determines that under the law of that State that class of debt collection practices is subject to requirements substantially similar to those imposed by this subchapter, and that there is adequate provision for enforcement.

§ 818. Exception for certain bad check enforcement programs operated by private entities

15 USC 1692p

(a) In general**(1) Treatment of certain private entities**

Subject to paragraph (2), a private entity shall be excluded from the definition of a debt collector, pursuant to the exception provided in section 1692a(6) of this title, with respect to the operation by the entity of a program described in paragraph (2)(A) under a contract described in paragraph (2)(B).

(2) Conditions of applicability

Paragraph (1) shall apply if—

- (A) a State or district attorney establishes, within the jurisdiction of such State or district attorney and with respect to alleged bad check violations that do not involve a check described in subsection (b), a pretrial diversion program for alleged bad check

offenders who agree to participate voluntarily in such program to avoid criminal prosecution;

- (B) a private entity, that is subject to an administrative support services contract with a State or district attorney and operates under the direction, supervision, and control of such State or district attorney, operates the pretrial diversion program described in subparagraph (A); and
- (C) in the course of performing duties delegated to it by a State or district attorney under the contract, the private entity referred to in subparagraph (B)—
 - (i) complies with the penal laws of the State;
 - (ii) conforms with the terms of the contract and directives of the State or district attorney;
 - (iii) does not exercise independent prosecutorial discretion;
 - (iv) contacts any alleged offender referred to in subparagraph (A) for purposes of participating in a program referred to in such paragraph—
 - (I) only as a result of any determination by the State or district attorney that probable cause of a bad check violation under State penal law exists, and that contact with the alleged offender for purposes of participation in the program is appropriate; and
 - (II) the alleged offender has failed to pay the bad check after demand for payment, pursuant to State law, is made for payment of the check amount;
 - (v) includes as part of an initial written communication with an alleged offender a clear and conspicuous statement that—
 - (I) the alleged offender may dispute the validity of any alleged bad check violation;
 - (II) where the alleged offender knows, or has reasonable cause to believe, that the al-

leged bad check violation is the result of theft or forgery of the check, identity theft, or other fraud that is not the result of the conduct of the alleged offender, the alleged offender may file a crime report with the appropriate law enforcement agency; and

(III) if the alleged offender notifies the private entity or the district attorney in writing, not later than 30 days after being contacted for the first time pursuant to clause (iv), that there is a dispute pursuant to this subsection, before further restitution efforts are pursued, the district attorney or an employee of the district attorney authorized to make such a determination makes a determination that there is probable cause to believe that a crime has been committed; and

(vi) charges only fees in connection with services under the contract that have been authorized by the contract with the State or district attorney.

(b) Certain checks excluded

A check is described in this subsection if the check involves, or is subsequently found to involve—

- (1) a postdated check presented in connection with a payday loan, or other similar transaction, where the payee of the check knew that the issuer had insufficient funds at the time the check was made, drawn, or delivered;
- (2) a stop payment order where the issuer acted in good faith and with reasonable cause in stopping payment on the check;
- (3) a check dishonored because of an adjustment to the issuer's account by the financial institution holding such account without providing notice to the person at the time the check was made, drawn, or delivered;
- (4) a check for partial payment of a debt where the payee had previously accepted partial payment for such debt;

- (5) a check issued by a person who was not competent, or was not of legal age, to enter into a legal contractual obligation at the time the check was made, drawn, or delivered; or
- (6) a check issued to pay an obligation arising from a transaction that was illegal in the jurisdiction of the State or district attorney at the time the check was made, drawn, or delivered.

(c) Definitions

For purposes of this section, the following definitions shall apply:

(1) State or district attorney

The term “State or district attorney” means the chief elected or appointed prosecuting attorney in a district, county (as defined in section 2 of title 1), municipality, or comparable jurisdiction, including State attorneys general who act as chief elected or appointed prosecuting attorneys in a district, county (as so defined), municipality or comparable jurisdiction, who may be referred to by a variety of titles such as district attorneys, prosecuting attorneys, commonwealth’s attorneys, solicitors, county attorneys, and state’s attorneys, and who are responsible for the prosecution of State crimes and violations of jurisdiction-specific local ordinances.

(2) Check

The term “check” has the same meaning as in section 5002(6) of title 12.

(3) Bad check violation

The term “bad check violation” means a violation of the applicable State criminal law relating to the writing of dishonored checks.

15 USC 1692 note

§ 819. Effective date

This title takes effect upon the expiration of six months after the date of its enactment, but section 809 shall apply only with respect to debts for which the initial attempt to collect occurs after such effective date.

§ 818

15 USC 1692p

LEGISLATIVE HISTORY

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Exhibit 8

Compliance Condition Codes

The Compliance Condition Code (CCC), which is reported in Field 20 of the Base Segment, allows the reporting of a condition that is required for legal compliance.

Compliance Condition Codes are used to reflect accounts closed at consumer's request, and consumer disputes under the Fair Credit Billing Act (FCBA), the Fair Debt Collection Practices Act (FDCPA), or the direct dispute provisions of the Fair Credit Reporting Act (FCRA) and its implementing rules.

The Compliance Condition Codes should not be reported in response to a consumer dispute investigation request from the consumer reporting agencies, except where a data furnisher uses a Compliance Condition Code to satisfy its FDCPA obligation to communicate that a debt is disputed.

Report the following codes:

Code	Description
Blank	Retains previously reported code, or no new Compliance Condition Code applies for this reporting period
XA	<p>Account closed at consumer's request</p> <p><i>Definition: Reported when a consumer requested an account be closed.</i></p> <p>Important Note: Report the Date Closed as the date the account was closed to further purchases.</p>
XB	<p>Account information has been disputed by the consumer directly to the data furnisher under the Fair Credit Reporting Act (FCRA); the data furnisher is conducting its investigation.</p> <p><i>Definition: Reported when the completeness or accuracy of the account information is disputed directly to the data furnisher by the consumer under the FCRA and investigation of the dispute is in progress by the data furnisher.</i></p> <p><i>Code XB should be reported for FDCPA disputes.</i></p> <p>Important Note: Code XB should no longer be reported after the investigation is completed; the XB should be removed by reporting the removal code or changed to another code.</p>
XC	<p>FCRA direct dispute investigation completed — consumer disagrees with the results of the data furnisher's investigation.</p> <p><i>Definition: Reported when the investigation of an FCRA dispute made by the consumer directly to the data furnisher has been completed by the data furnisher; however, the consumer disagrees with the outcome of the investigation.</i></p>

(continued)

Exhibit 8

Compliance Condition Codes

Code	Description
XD	<p>Account closed at consumer's request; and account information disputed by the consumer directly to the data furnisher under the FCRA; the data furnisher is conducting its investigation.</p> <p><i>Definition: Combination code reported when two conditions (XA and XB) apply to the account. A consumer requested an account be closed and the completeness or accuracy of the account information is disputed directly to the data furnisher by the consumer under the FCRA and investigation of the dispute is in progress by the data furnisher.</i></p> <p>Important Notes: Report the Date Closed as the date the account was closed to further purchases.</p> <p>Code XD should no longer be reported after the investigation is completed; the XD should be changed to another code, such as XA or XE, if applicable.</p>
XE	<p>Account closed at consumer's request; and data furnisher has completed its investigation; consumer disagrees with the results of the investigation. (To be used for direct disputes under the FCRA or FCBA disputes)</p> <p><i>Definition: Combination code reported when two conditions (XA and XC or XG) apply to the account. A consumer requested an account be closed and the investigation of the dispute has been completed by the data furnisher; however, the consumer disagrees with the outcome of the investigation.</i></p> <p>Important Note: Report the Date Closed as the date the account was closed to further purchases.</p>
XF	<p>Account in dispute under Fair Credit Billing Act (FCBA); the data furnisher is conducting its investigation.</p> <p><i>Definition: Reported when information is disputed by the consumer under the FCBA and investigation of the dispute is in progress by the data furnisher.</i></p> <p>Important Note: Code XF should no longer be reported after the investigation is completed; the XF should be removed by reporting the removal code or changed to another code.</p>
XG	<p>FCBA dispute investigation completed — consumer disagrees with the results of the data furnisher's investigation.</p> <p><i>Definition: Reported when the investigation of an FCBA dispute has been completed by the data furnisher; however, the consumer disagrees with the outcome of the investigation.</i></p>

(continued)

Exhibit 8

Compliance Condition Codes

Code	Description
XH	<p>Account previously in dispute; the data furnisher has completed its investigation. (To be used for direct disputes under the FCRA, FDCPA disputes or FCBA disputes)</p> <p><i>Definition: Reported when the investigation of a dispute by the data furnisher was completed.</i></p>
XJ	<p>Account closed at consumer's request; and account information disputed by the consumer under FCBA; the data furnisher is conducting its investigation.</p> <p><i>Definition: Combination code reported when two conditions (XA and XF) apply to the account. A consumer requested an account be closed and information is disputed by the consumer under the FCBA and investigation of the dispute is in progress by the data furnisher.</i></p> <p>Important Notes: Report the Date Closed as the date the account was closed to further purchases.</p> <p>Code XJ should no longer be reported after the investigation is completed; the XJ should be changed to another code, such as XA or XE, if applicable.</p>
XR	<p>Removes the most recently reported Compliance Condition Code</p> <p>Important Note: Do not use XR as a default code. If no Compliance Condition Code applies in the current reporting period, blank fill this field.</p>

Important Note:

When a dispute investigation is completed, it is important to delete the previously-reported Compliance Condition Code or to update the Compliance Condition Code to show that the investigation has been completed. Your internal policies and procedures should indicate which option your company prefers to use; and if you choose to report a code indicating that the investigation has been completed, how long to retain the code on the consumer's file.

(continued)

Exhibit 8

Compliance Condition Codes

The code should be reported each month as long as the condition applies.

Date of Account Information	CCC	Action
09/15/2021	XA	XA is added to file.
10/15/2021	XA	XA is retained.
11/15/2021	XA	XA is retained.
12/15/2021	Blank	XA is retained.
01/15/2022	XD	XA is replaced with XD.
02/15/2022	XD	XD is retained.
03/15/2022	XA	XD is replaced with XA.

As an option, the code should be reported one time and will be deleted only when another Compliance Condition Code or the **XR** (Removal code) is reported. Example:

Date of Account Information	CCC	Action
09/15/2021	XA	XA is added to file.
10/15/2021	Blank	XA is retained.
11/15/2021	Blank	XA is retained.
12/15/2021	Blank	XA is retained.
01/15/2022	XD	XA is replaced with XD.
02/15/2022	Blank	XD is retained.
03/15/2022	XA	XD is replaced with XA.

Note: Regardless of the method of reporting, the code will be deleted *only* when another Compliance Condition Code or the XR (Removal code) is reported.

Debt Buyer/Third Party Collection Agency Reporting

GENERAL REPORTING GUIDELINES

A Debt Buyer is a company or individual who purchases accounts (generally non-performing debts) with the intent of collecting debts owed. A Third Party Collection Agency is a company or individual who specializes in collecting outstanding debts for other businesses or individuals.

Do not report an account before communicating with the consumer(s) about the debt.

- Report data in the standard Metro 2[®] Format, including the Header Record.
- Report the complete name, address, social security number and date of birth for the legally liable consumer(s).
- Report all accounts on a monthly basis, including open collection accounts, collection accounts paid in full, and accounts requiring deletion or correction.
- Report paid in full collection accounts before purging the accounts from your internal collection system. Do not re-report paid accounts for more than 3 months.
- Do not report Medical Debt collection accounts (as defined by Creditor Classification Code 02) until they are at least 180 days past the Date of First Delinquency that led to the account being sold or placed for collection.

Note: Effective July 1, 2022, do not report Medical Debt collection accounts (as defined by Creditor Classification Code 02) until they are at least **365** days past the Date of First Delinquency that led to the account being sold or placed for collection.

(continued)

DEBT BUYER/THIRD PARTY COLLECTION AGENCY REPORTING GUIDELINES

- Do not delete paid in full collection accounts.

Accounts must be deleted for the following reasons:		
	Debt Buyers	Third Party Collection Agencies
Accounts which have been forwarded or sold to another entity	X	
Accounts which have been canceled and returned to creditor		X
Accounts reported in error	X	X
Accounts which have been confirmed as fraudulent	X	X
Accounts for consumers who are deceased	X	X
Accounts that are being paid by insurance or were paid in full through insurance (not by the consumer)	X	X
Accounts of consumers who have filed petitions for bankruptcy		X

- All parties reporting credit information must comply with the Fair Credit Reporting Act (FCRA), Fair Debt Collection Practices Act (FDCPA), any applicable state laws and regulatory authorities.
- The Date of First Delinquency is used to comply with FCRA sections 605 and 623 (obsolescence period). See page 10-4 of this document for detailed reporting requirements.
- The Creditor Classification must be reported in the K1 Segment to identify the original creditor's type of business. Note that code 02 (Medical/Health Care) is used to identify an account as a medical collection debt in accordance with FCRA section 623.
- In the Identification Number field, report the internal code that identifies the debt buyer or third party collection agency where information is verified.
- All parties reporting credit information must respond to consumer inquiries.

Note: The guidelines in this document are specific to your industry and should be used in conjunction with the specifications in the Metro 2[®] Format. Refer to the Metro 2[®] Format for detailed information on segments and field information.

DEBT BUYER/THIRD PARTY COLLECTION AGENCY REPORTING GUIDELINES

1. Consumer Account Number (Base Segment, Field 7)
 - Report the individual's complete and unique account number as extracted from your file.
 - If the account number changes, report the L1 Segment. See field definitions in the Metro 2® Format.

Note: Notify your consumer reporting agencies the first time L1 Segments are reported.
2. Portfolio Type (Base Segment, Field 8) — O (Open)
3. Account Type Codes (Base Segment, Field 9)
 - OC — Debt Buyer
 - 48 — Collection Agency/Attorney
 - 77 — Returned Check
4. Date Opened (Base Segment, Field 10) — the date the account was purchased by the debt buyer or placed/assigned to the third party collection agency. When reporting returned checks, provide the date the check was written.
5. Highest Credit or Original Loan Amount (Base Segment, Field 12) — original assigned amount as of the date purchased, placed or assigned. When reporting returned checks, report the original amount of the check, excluding fees and interest.
6. Terms Duration (Base Segment, Field 13) — 001
7. Account Status Codes (Base Segment, Field 17A) — report **only** the following:
 - 93 — Account assigned to internal or external collections
 - 62 — Paid in full, was a collection account
 - DF — Delete entire account due to confirmed fraud
 - DA — Delete entire account (for reasons other than fraud – see below)
 - Accounts reported in error
 - Consumer is deceased. (if no other associated consumer remains responsible for the account)
 - Accounts that are being paid by insurance or were paid in full through insurance (not by the consumer)
 - Debt Buyers must also delete accounts that have been forwarded or sold to another entity.
 - Third Party Collection Agencies must also delete accounts for the following reasons:
 - Accounts that have been canceled and returned to the creditor
 - Accounts of consumers who have filed petitions for Bankruptcy

Do not delete paid in full collection accounts.

DEBT BUYER/THIRD PARTY COLLECTION AGENCY REPORTING GUIDELINES

8. FCRA Compliance/Date of First Delinquency (Base Segment, Field 25) — the date of the first delinquency **with the original creditor** that led to the account being sold or placed for collection.

Example:

Original Credit Grantor Reports:

Date of Account Information	Account Status Code	Definition	Date of First Delinquency
05/31/2021	11	Current (0-29 days past the due date)	Zero fill
06/30/2021	71	30-59 days past the due date	06/20/2021
07/31/2021	78	60-89 days past the due date	06/20/2021
08/31/2021	80	90-119 days past the due date	06/20/2021
09/30/2021	82	120-149 days past the due date	06/20/2021
10/31/2021	83	150-189 days past the due date	06/20/2021

Account is sold to debt buyer or assigned to collection agency.

Debt Buyer/Collection Agency Reports:

Date of Account Information	Account Status Code	Definition	Date of First Delinquency
12/31/2021	93	Collection	06/20/2021
01/31/2022	93	Collection <i>Consumer agrees to a repayment plan. First payment is received by debt buyer, collection agency or credit grantor's internal collection department.</i>	06/20/2021
02/28/2022	93	Collection <i>Consumer continues to make payments. Current Balance is reported as decreasing.</i>	06/20/2021
03/31/2022	62	Paid collection account <i>Current Balance is reported as zero.</i>	06/20/2021

Notes: The FCRA Compliance/Date of First Delinquency does not change due to subsequent repayment agreements.

When reporting returned checks, report the date the check was returned for insufficient funds. If not available, report the date of the check.

DEBT BUYER/THIRD PARTY COLLECTION AGENCY REPORTING GUIDELINES

FCRA Compliance/Date of First Delinquency (continued)

Effective March 31, 2004, the FCRA¹ states that “provided that the consumer does not dispute the information, a person that furnishes information on a delinquent account that is placed for collection, charged for profit and loss, or subjected to any similar action, complies with this paragraph, if –

(i) the person reports the same date of delinquency as that provided by the creditor to which the account was owed at the time at which the commencement of the delinquency occurred, if the creditor previously reported that date of delinquency to a consumer reporting agency;

(ii) the creditor did not previously report the date of delinquency to a consumer reporting agency, and the person establishes and follows reasonable procedures to obtain the date of delinquency from the creditor or another reliable source and reports that date to a consumer reporting agency as the date of delinquency; or

(iii) the creditor did not previously report the date of delinquency to a consumer reporting agency and the date of delinquency cannot be reasonably obtained as provided in clause (ii), the person establishes and follows reasonable procedures to ensure the date reported as the date of delinquency precedes the date on which the account is placed for collection, charged to profit or loss, or subjected to any similar action, and reports such date to the credit reporting agency.”

9. Report Special Comments (Base Segment, Field 19) in conjunction with Account Status Codes to further define the accounts. As an example, Special Comment AU (Account paid in full for less than the full balance) could be reported with Account Status Code 62.

¹ Fair Credit Reporting Act Section 623(a)(5) [15 U.S.C. § 1681s-2]

DEBT BUYER/THIRD PARTY COLLECTION AGENCY REPORTING GUIDELINES

10. Compliance Condition Codes (Base Segment, Field 20) – report the following codes, which are applicable to disputes under the Fair Debt Collection Practices Act (FDCPA) and to direct disputes under the Fair Credit Reporting Act (FCRA).

XB – Account information has been disputed by the consumer directly to the data furnisher under the FCRA; the data furnisher is conducting its investigation. Code XB should be reported for FDCPA disputes.

Important Note: Code XB should no longer be reported after the investigation is completed; the XB should be removed by reporting the removal code or changed to another code.

XC – FCRA direct dispute investigation completed – consumer disagrees with the results of the data furnisher’s investigation.

XH – Account previously in dispute; the data furnisher has completed its investigation. (To be used for disputes under the FDCPA and for direct disputes under the FCRA)

XR – Removes the most recently reported Compliance Condition Code

11. Current Balance (Base Segment, Field 21) and Amount Past Due (Base Segment, Field 22) — may include fees and interest, depending on state and federal laws. If payments are made, the Current Balance and Amount Past Due should decrease accordingly.
12. Date of Last Payment (Base Segment, Field 27) – the date of the most recent payment made to the debt buyer or third party collection agency.
13. Address (Base Segment, Fields 39 – 45; J2 Segment, Fields 12 – 18) – report the consumer’s full address as provided by the original creditor or a newer known address. If the consumer’s current address is unknown, report the consumer’s last known address and Address Indicator ‘N’ (not confirmed address).

Note: An address found through skip tracing processes should be reported only when confirmed to be the address of the consumer you are reporting.

DEBT BUYER/THIRD PARTY COLLECTION AGENCY REPORTING GUIDELINES

14. ECOA Code (Base Segment, Field 37; J1 and J2 Segment, Field 10) — used to designate an account as joint, individual, etc. in compliance with the Equal Credit Opportunity Act (ECOA). Refer to Exhibit 10 in the Metro 2[®] Format for a list of available codes.

Notes: Authorized users (ECOA Code 3) should not be reported because they are not contractually liable.

For accounts with more than one associated borrower, if one borrower becomes deceased, report ECOA Code Z (Delete Consumer) for that borrower. In subsequent reporting periods, only the remaining consumer should be reported.

15. Report the K1 Segment, which contains the name of the original creditor, including any partnering affinity name, and the creditor's classification. The Affinity Name further identifies or provides linkage detail for the relationship of the original creditor to any connecting or supporting entities (e.g., ABC BANK THE HOME STORE).

When reporting returned checks, report the name of the payee in the Original Creditor Name field. Note that code 02 (Medical/Health Care) is used to identify an account as a medical collection debt in accordance with FCRA section 623.

Notes: Refer to the guidelines for the K1 Segment in the Metro 2[®] Format.

Both the Original Creditor Name and Creditor Classification are required and must be reported. The purpose of reporting the original creditor name is to help consumers identify the source of accounts that appear on their credit reports. Without the original creditor names, consumers may not know what the accounts represent.

Federal law stipulates that the name of the payee must be identified when reporting returned checks. It also stipulates that medical debts must be identified.

DEBT BUYER/THIRD PARTY COLLECTION AGENCY REPORTING GUIDELINES

16. The following Base Segment fields are not applicable:

- Cycle Identifier (Field 6) – blank fill
- Credit Limit (Field 11) – zero fill
- Terms Frequency (Field 14) – blank fill
- Scheduled Monthly Payment Amount (Field 15) – zero fill
- Payment Rating (Field 17B) – blank fill
- Payment History Profile (Field 18) – blank fill
- Original Charge-off Amount (Field 23) – zero fill

17. **Debt Buyers only** – An optional segment that may be reported is the K2 Segment, which contains the name of the company from which the account was purchased. If the original creditor name, which is reported in the K1 Segment, and the name of the company from which the account was purchased, are the same, the K2 Segment should not be reported.

Consumer Information Indicator (Base Segment, Field 38; J1 and J2 Segment, Field 11) — used to specify that a consumer has filed bankruptcy or a consumer cannot be located. Refer to Exhibit 11 in the Metro 2[®] Format for a list of available indicators.

Note: Debt Buyers should not report accounts that were included in discharged/completed bankruptcies prior to purchasing.